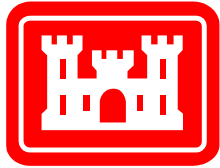


Memphis District

Invitation for Bid No. DACW66-03-B-0019



**US Army Corps
of Engineers®**

Project Title:

**CAIRO-MOUND CITY, ILLINOIS – PARCEL 4
SEEPAGE CONTROL PROJECT**

Location:

ALEXANDER COUNTY, ILLINOIS

**Construction Solicitation
and Specifications**

THIS IS AN UNRESTRICTED SOLICITATION

Date: JUNE 2003

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SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DACW66-03-B-0019	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	06/20/2003	1

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	W38XGR-3141-4921	DACW66-03-B-0019
7. ISSUED BY	CODE	8. ADDRESS OFFER TO
	W38XGR	
U S ARMY ENGINEER DISTRICT, MEMPHIS CONTRACTING DIVISION (CEMVM-CT) 167 NORTH MAIN STRET B202 MEMPHIS, TN 38103-1894		ADDRESS SAME AS BLOCK 7. HAND DELIVERED BIDS RECEIVED IN ROOM 681, CLIFFORD DAVIS FEDERAL BUILDING, 167 NORTH MAIN STREET, MEMPHIS, TN
9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	SEE BIDDING SCHEDULE	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

The work required is for Cairo-Mound City, IL., Parcel 4, Seepage Control Project, Alexander County, Illinois, Mississippi River Levees - Construction.

Description of Work: The work consists of furnishing all plant, labor, materials and equipment necessary for clearing and disposal of debris therefrom; excavation of levee material; stockpiling; later replacing and semi-compacting levee material, and disposal of materials therefrom; constructing a soil-bentonite slurry trench cut-off wall; fertilizing and seeding, and environmental protection. There are five (11) sheets in the set of drawings.

General Decision No. IL020016 is located behind Section 00010.

The estimated value of the proposed work is between \$1,000,000.00 and \$5,000,000.00.

This is an unrestricted procurement.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>240</u> calendar days after receiving	
<input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <u>Sec. 00800, Para. 1.1</u> .)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)	12B. CALENDAR DAYS
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 1430 (hour) local time 22 Jul 2003 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☒ is, ☐ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**CAIRO-MOUND CITY, IL PARCEL 4
SEEPAGE CONTROL PROJECT
ALEXANDER COUNTY, ILLINOIS
MISSISSIPPI RIVER LEVEES - CONSTRUCTION**

SECTION 00010
SUPPLIES OR SERVICES AND PRICES/COSTS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>U/M</u>	<u>U/P</u>	<u>AMOUNT</u>
0001	Mobilization and Demobilization	1	LS	XXX.XX	\$ _____
0002	Clearing and Grubbing	1	LS	XXX.XX	\$ _____
0003	Mowing of the Grass	1	LS	XXX.XX	\$ _____
0004	Piezometer Installation	3	EA	\$ _____	\$ _____
0005	Excavation and Backfill	30,500	CY	\$ _____	\$ _____
0006	Aggregate Resurfacing	1	LS	XXX.XX	\$ _____
0007	Soil-Bentonite Slurry Trench Cut Off Wall (for depths to 60-feet)	376,020	SF	\$ _____	\$ _____
0008	Soil-Bentonite Slurry Trench Cut Off Wall (for depths greater than 60-feet)	188,010	SF	\$ _____	\$ _____
0009	Guaranteed Growth Turf	1	LS	XXX.XX	\$ _____
0010	Environmental Protection	1	LS	XXX.XX	\$ _____
Grand Total Items 0001 thru 0010					\$ _____

NOTE: Bidders shall furnish unit prices for all items listed on the schedule of bid items, which require unit prices. If the bidder fails to insert a unit price in the appropriate blank for required items, but does furnish an extended total or an estimated amount for such items, the

LS = Lump Sum SF = Square Foot,
EA=each
CY = Cubic Yard TN = Ton AC = Acre

All quantities are estimated except where unit is given as "LS".

If a bid or modification to a bid based on unit prices is submitted and provides for a

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>U/M</u>	<u>U/P</u>	<u>AMOUNT</u>
	Government will deem his unit price to be the quotient obtained by dividing the extended estimated amount for that line item by the quantity. IF THE BIDDER OMITS BOTH THE UNIT PRICE AND THE EXTENDED ESTIMATED AMOUNT FOR ANY ITEM, HIS BID WILL BE DECLARED NON-RESPONSIVE.				lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to each unit price, including lump sum units, in bid schedule must be stated, or, if it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the bid schedule. Bidders are cautioned to read Contract Clause entitled "Required Central Contractor Registration: (252.204-7004) located in Section 00700.
	Award will be made as a whole to one bidder.				

INVITATION: DACW66-03-B-0019

PLANT AND EQUIPMENT SCHEDULE

[TO BE ATTACHED TO BID FORM]

AVAILABLE PLANT TO BE USED

* _____

No.	TYPE	CAPACITY	MANUFACTURER	AGE & CONDTION	LOCATION
			* _____		
			* _____		

*PROVIDE SEPARATE TABLE FOR EACH TYPE OF EQUIPMENT SUCH AS CONCRETE PLANT, MATERIAL HANDLING, HAULING, ETC. USE ADDITIONAL PAGE IF NECESSARY.

ENG FORM 1619-R

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION. (FEB 1999)

a. The offeror's attention is called to the Equal Opportunity Clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

b. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	:	Goals for female participation for each trade
Non-SMSA Counties 11.4	:	6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

c. The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

d. The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

(1) Name, address and telephone number of the subcontractor;

(i) Employer identification number of the subcontractor:

- (2) Estimated dollar amount of the subcontract;
- (3) Estimated starting and completion dates of the subcontract; and
- (4) Geographical area in which the subcontract is to be performed.

e. As used in this Notice, and in the contract resulting from this Solicitation, the “covered area” is Economic Area 107, St. Louis, MO, as follows:

Non-SMSA Counties.....11.4

IL Alexander, IL Bond; IL Calhoun, IL Clay, IL Effingham, IL Fayette;
IL Franklin; IL Greene, IL Jackson; IL Jasper; IL Jefferson, IL Jersey;
IL Johnson; IL Macoupin; IL Marion; IL Montgomery; IL Perry,
IL Pulaski; IL Randolph; IL Richland; IL Union; IL Washington;
IL Wayne; IL Williamson; MO Bollinger; MO Butler; MO Cape Girardeau;
MO Carter; MO Crawford; MO Dent; MO Gasconade; MO Iron;
MO Lincoln; MO Madison; MO Maries; MO Mississippi;
MO Montgomery; MO Perry; MO Phelps; MO Reynolds; MO Ripley;
MO St. Francis; MO Ste. Genevieve; MO Scott; MO Stoddard;
MO Warren; MO Washington; MO Wayne

(FAR 52.222-23)

General Decision Number IL020016

General Decision Number IL020016 Superseded General Decision No. IL010016

State: Illinois

Construction Type:

HEAVY

HIGHWAY

County(ies):

ALEXANDER	JACKSON	RANDOLPH
CLAY	JASPER	RICHLAND
CRAWFORD	JEFFERSON	SALINE
EDWARDS	JOHNSON	UNION
EFFINGHAM	LAWRENCE	WABASH
FAYETTE	MARION	WAYNE
FRANKLIN	MASSAC	WHITE
GALLATIN	PERRY	WILLIAMSON
HAMILTON	POPE	
HARDIN	PULASKI	

HEAVY CONSTRUCTION PROJECTS (including Sewer & Water Line Construction & Drainage Projects) & HIGHWAY CONSTRUCTION PROJECT (excluding tunnels, building structures in rest areas projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction, other major bridges)

Modification Number Publication Date

0	03/01/2002
1	03/08/2002
2	03/15/2002
3	04/19/2002
4	05/03/2002
5	06/07/2002
6	06/28/2002
7	07/05/2002
8	08/09/2002
9	08/16/2002
10	10/04/2002
11	01/03/2003
12	01/10/2003
13	01/17/2003
14	01/31/2003
15	03/07/2003
16	03/14/2003
17	04/11/2003
18	04/18/2003

COUNTY(ies):

ALEXANDER	JACKSON	RANDOLPH
CLAY	JASPER	RICHLAND
CRAWFORD	JEFFERSON	SALINE
EDWARDS	JOHNSON	UNION
EFFINGHAM	LAWRENCE	WABASH
FAYETTE	MARION	WAYNE
FRANKLIN	MASSAC	WHITE
GALLATIN	PERRY	WILLIAMSON
HAMILTON	POPE	

HARDIN PULASKI

CARP0347G 08/01/2002

Rates Fringes

CRAWFORD, EFFINGHAM & JASPER COUNTIES:

CARPENTERS	23.17	8.66
MILLWRIGHTS	19.23	5.99
PILEDRIVERMEN	23.67	8.66

CARP0634B 08/01/2002

Rates Fringes

CLAY, EDWARDS, FAYETTE, LAWRENCE, MARION, RICHLAND, & WABASH COUNTIES:

CARPENTERS	22.19	9.64
MILLWRIGHTS & PILEDRIERS	22.69	9.64

CARP0636A 08/01/2002

Rates Fringes

HAMILTON, JEFFERSON, WAYNE, & WHITE COUNTIES:

CARPENTERS	22.19	9.64
PILEDRIVERMEN & MILLWRIGHTS	22.69	9.64

DIVERS (receive 1 1/2 times carpenter
rate plus fringes and \$25 per day for
equipment)

CARP0640G 08/01/2002

Rates Fringes

ALEXANDER, FRANKLIN, HARDIN, MASSAC, JACKSON, PERRY, POPE, JOHNSON, GALLATIN,
PULASKI, SALINE, UNION, & WILLIAMSON COUNTIES

CARPENTERS	21.76	10.07
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DIVERS (Receive 1 1/2 times
Carpenter's rate plus fringe
benefits and \$25.00 per day for
equipment)

CARP1361A 08/01/2002

Rates Fringes

RANDOLPH COUNTY

CARPENTERS, PILEDRIVERMEN, AND

MILLWRIGHTS	24.56	9.96
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DIVERS (receive 1 1/2 times
carpenter rate plus fringes and
\$25 per day for equipment)

ELEC0016B 04/01/2002

Rates Fringes

WABASH COUNTY

ELECTRICIANS	25.86	9.79
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ELEC0051E 03/01/1998

Rates Fringes

FAYETTE COUNTY (North of Avena, Bear Grove, Sefton, and Sharon TWPS)

LINE CONSTRUCTION:

Lineman	24.96	2.00+24.75%
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Equipment Operator (All crawler type
equipment larger than D-4, 15 ton
crane or larger)

	23.20	2.00+24.75%
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Groundman-Truck Driver w/winch, may operate diggers, 5th wheel type
trucks, crawler-type equipment, D-4 & smaller backhoe 3/4 yard & under, & may

drive	bucket	truck	&	live	boom	type	line	trucks)
17.50		2.00+24.75%						
Groundman-Truck Driver w/o winch				16.45		2.00+24.75%		
Groundman				15.63		2.00+24.75%		

ELEC0146D 12/01/2000

Rates Fringes

EFFINGHAM (Banner, Bishop, Douglas, Liberty, Lucas, Moccasin, St. Francis, Summit, & Teulopolis TWPS), & FAYETTE (Hurricane, S. Hurricane, Ramsey, Bowling Green, Carson, & Loudon TWPS)

COUNTIES:

ELECTRICIANS	25.45	6.43+3%
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ELEC0309D 12/01/1997

Rates Fringes

RANDOLPH COUNTY (Red Bud Twp)

ELECTRICIANS	26.51	41.5%
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ELEC0309I 11/29/1999

Rates Fringes

RANDOLPH (Red Bud Township) COUNTY:

LINE CONSTRUCTION:

Lineman	28.21	41.82%
Groundman Equipment Operator	24.55	41.82%
Groundman Truck Driver	20.03	41.82%
Groundman	18.33	41.82%

ELEC0702A 06/01/2002

Rates Fringes

ALEXANDER, CLAY, EDWARDS, EFFINGHAM (Excluding Banner, Bishop, Douglas, Liberty, Lucas, Moccasin, St. Francis, Summit and Teulopolis TWPS), FAYETTE (Excluding Hurricane, S. Hurricane, Ramsey, Bowling Green, Carson and Loudon TWPS), FRANKLIN, GALLATIN, HAMILTON, HARDIN, JACKSON, JEFFERSON, JOHNSON, MARION, MASSAC, PERRY, POPE, PULASKI, SALINE, UNION, WAYNE, WHITE, AND WILLIAMSON COUNTIES

ELECTRICIANS	27.85	3.89+19.5%
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ELEC0702B 01/01/2002

Rates Fringes

ALEXANDER, CLAY, CRAWFORD, EDWARDS, EFFINGHAM, FRANKLIN, FAYETTE (Excludes portion N. Avena), GALLATIN, HAMILTON, HARDIN, JACKSON, JASPER, JEFFERSON, JOHNSON, LAWRENCE, MARION, MASSAC, PERRY, POPE, PULASKI, RANDOLPH (Except Red Bud Twps), RICHLAND, SALINE, UNION, WABASH, WAYNE, WHITE, & WILLIAMSON COUNTIES:

LINE CONSTRUCTION:

Lineman	29.87	2.30+25.5%
Groundman Equipment Operator (All crawler type equipment D-4 and larger)	24.63	2.30+25.5%
Groundman Equipment Operator (All other equipment)	22.02	2.30+25.5%
Groundman	18.20	2.30+25.5%

ELEC0725D 06/01/1993

Rates Fringes

CRAWFORD, JASPER, LAWRENCE, & RICHLAND COUNTIES

ELECTRICIANS	18.77	2.26+3%
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ENGI0318A 01/01/2003

Rates Fringes

ALEXANDER, FRANKLIN, GALLATIN, HAMILTON, HARDIN, JACKSON, JOHNSON, MASSAC, POPE,
PULASKI, SALINE, UNION, WHITE, & WILLIAMSON COUNTIES

POWER EQUIPMENT OPERATORS:

GROUP 1	24.00	10.13+a
GROUP 2	22.10	10.13+a
GROUP 3	21.35	10.13+a
GROUP 4	20.00	10.13+a

RIVER WORK ONLY:

GROUP 5	24.10	10.13+a
GROUP 6	20.65	10.13+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: All Off Road Material Hauling Equipment, All Terrain Crane, Articulated Dump Truck, Asphalt Machine Spreader, Asphalt Plant Operator, Asphalt Widener, Autograder, Automatic Slipform Pavers, Backhoes, Barrel Grappler Devices (All), Blacksmith, Blade Operators (All), Boat Operators (all) Bridges, Dams & Waterways, Boilers, Boom or Winch Cat, Boom or Winch Type Trucks, Boring Machines-Horizontal, Clamshell, Orange Peel Operator, Concrete Breaker, Concrete Groover, Concrete Grinder, Concrete Curb Machine, Concrete Finish Machine or Spreader Operator, Concrete Mixer Paver, Concrete Pump Truck, Concrete Plant Operator, Concrete Wheel Saw Operators, Cranes(All) Truck/Track/Rubber, Crane (Overhead) Operator, Derrick Guy or Derrick Trucks,Ditching Machines (All), Dozer Operators, Dragline or Shovel Operators, Dredge Booster Pump, Dredge Engineman, Dredge Operator/Leverman, Drill Cat w/Compressor Mounted, Drilling or Boring Machine Rotary-Self-Propelled, Endloaders (All) Track/Rubber Elevating Grader, Flexplane, Forklifts (All), Gradall; Greasers, Heavy Equipment Robotics Operator, Hi-Lift, Hoists, Hosting Engine, Horizontal Directional Drill Operator, Incinerators (Haz-Mat only), Laser Screed, Locomotive/Operator, Master Mechanic, Mixers 21 cu. ft. or over, Motor Patrol, Pile driver operator, Pulls & Scrapers, Power Pac & Controls (Pile Driving), Pug mill, Pulverizer or Tillers, Push Cats, Quad Trac, Rotomills, Rubber Tired Farm Tractor with Attachments over ½ yd., Self-Propelled Chip Spreader, Self-Propelled Roller w/Attachments, Short Blaster/Bridge Deck, Shuttle Buggie, Side booms, Skid loader (Skid steers), Skimmer Scoop, Stationary Rock Slinger, Trench Machine Opeator, Tuggers, Ultra High Pressure Water Jet Cutting Machine, Vacuum, Vacuum Blasting Machine Operator, Vac Jet, Well or Caisson Drills, Well Point Pumps-2 or more, Wood Chipper w/Tractor

GROUP 2: Air Track Drill/Compressor, All Machines used to Sweep, Clean, Broom or remove debris or snow, Any type tractor pulling Roller or Disc, Asphalt Plant Assistant Operators, Assistant Operators on Rotomills, Automatic Bins or Scales W/Compressor or Generator, Back-End man on Asphalt Machine, Bulk Cement Plant W/Separate Compressor, Concrete Curb Machine requiring Electronics, Concrete Plant Assistant Operators, Concrete or Pump crete Pumps, Deck Hand on Boats, Dredge Assistant Operator/Mate, Power Broom, Self-Propelled Roller/Compactor, Straw Mulcher Blower, Stump Cutter Machine, Two Air Compressors (220 CFM or over), Two Air Track Drills

GROUP 3: Air Compressor w/value driving piling, Assistant Operator, Boom or Winch Type Truck, Elevator Operator, Form Grader, Man Lift (Scissor Lift) when lifting materials, Mechanic, Pile driver activating air or hydraulic value, Rubber-Tired Farm Type Tractor w/Blade/Bullozer/Auger/Hi-Lift of 1/2 yd or less, Self-Propelled Concrete Saw, Self-Propelled Robotics roller, Self-Propelled Vibrator; Truck Crane assistant operator; Two Conveyors

GROUP 4: Air Compressor (220 CFM or over) One, Air Track Drill (one), Automatic Bin, Belt Drag Machine, Bulk Cement Plant w/Built-in Compressor running off same motor or electric motor, Fireman or Switchman, Mechanical plasterer applicator, Pipeline Tract Jack, Power Broom, Self-Propelled Form Taper, Trac-Air, Mixers-

less than 21 cu. ft. Mortar Mixer w/ski or pump, Mud Jacks, One Well Point Pump, Wood Chipper

GROUP 5: All Off Road Material Hauling Equipment, All Terrain Crane, All Power Boat Operators, Articulated Dump Truck, Asphalt Machine Spreader, Asphalt Plant Operator, Asphalt Widener, Autograder, Automatic Slipform Pavers, Backhoes, Barrell Grappler Devices (All), Blacksmith, Blade Operators (All), Boat Operators (All) Bridges, Dams & Waterways, Boilers, Boom or Winch Cat, Boom or Winch Type Trucks, Boring Machines-Horizontal, Clamshell, Orange Peel Operator, Concrete Breaker, Concrete Curb Machine, Concrete Finish Machine or Spreader Operator, Concrete Mixer Paver, Concrete Pump Truck, Concrete Plant Operator, Concrete Wheel Saw Operators, Cranes (All) Truck/Track/Rubber, Crane (Overhead) Operator, Derrick Guy or Derrick Trucks, Ditching Machines (All), Dozer Operators, Dragline or Shovel Operators, Dredge Booster Pump, Dredge Engineman, Dredge Operator/Leverman, Drill Cat w/Compressor Mounted, Drilling or Boring Machine Rotary-Self-Propelled, Endloaders (All)Track/Rubber Elevating Grader; Flexplane, Forklifts (All), Gradell, Greasers, Heavy Equipment Robotics Operator, Hi-Lift, Hoist, Hoisting Engine, Horizontal Directional Drill Operator, Incinerator (Haz-Mat only), Laser-Screed, Locomotive/Operator, Master Mechanic, Mixers 21 cu. ft. or over, Motor Patrol, Piledriver Operator, Pulls & Scrapers, Power Pac & Controls (Pile Driving), Pugmill, Pulverizer or Tillers, Push Cats, Quad Trac, Rotomill, Rubber Tired Farm Tractor with Attachments over 1/2 yd., Self-Propelled Chip Spreader; Self-Propelled Roller w/Attachments, Shuttle Buggie, Sidebooms, Skidloader (Skidsteers), Skimmer Scoop, Trench Machine Operator, Tuggers, Ultra High Pressure Water Jet Cutting Machine, Vacuum, Vacuum Blasting Machine Operator, Vac Jet, Well or Caisson Drills, Well Point Pumps - 2 or more, Wood Chipper w/Tractor

GROUP 6: All Terrain Cherry Picker w/over 40 ton Lifting Capacity, Crane, Deckhand on all rivers, lakes and tributaries, Dinky or Standard Locomotive, Ditching Machine (80 H.P. and over), Dragline, Dredge, Gradall, Guy Derrick, Assistant Operators or Fireman on Crane, Pile Driver, Shovel, Trenching Machine, Truck Crane Footnote:a-Hazardous Waste Premium:

Level (A)-recieve \$1.00 above rate.

Level (B)-receive \$.75 above rate.

Level (C)-receive \$.50 above rate.

Level (D)-receive \$.25 above rate.

ENGI0520B 08/01/2002

Rates Fringes

FAYETTE, JEFFERSON, MARION, PERRY, RANDOLPH COUNTIES

POWER EQUIPMENT OPERATORS:

GROUP 1	24.30	13.80
GROUP 2	18.64	13.80
GROUP 3	18.75	13.80
GROUP 4	18.42	13.80
GROUP 5	24.85	13.80
GROUP 6	25.15	13.80
GROUP 7	25.43	13.80

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes; Draglines; Shovels; Skimmer Scoops; Clamshells or Derrick Boats; Piledrivers; Crane type Backhoes; Asphalt Plant Operator; Concrete Plant Operator; Dredges; Asphalt Spreading Machines; Locomotives; Cableways or Tower Machines; Hoists; Hydraulic Backhoes; Ditching Machines or Backfiller; Cherry Pickers; Overhead Crane; Roller; Concrete Paver; Concrete Breakers and Pumps; Bulk Cement Plants; Cement Pumps; Derrick type Drills; Boat Operators; Motor Graders or Pushcats; Scoops or Tournapulls; Bulldozers; End Loaders or Forklifts; Power Blade or Elevating Grader; Winch Cats; Boom or Winch Trucks or Boom Tractor; Pipewrapping or Painting Machines; Drills (other than Derrick

type); Mud Jacks; Well Drilling Machines; Mixers; Conveyors (two); Air Compressors two; Water Pumps regardless of size; Welding Machines Two; Siphons or Jets Two; Winch Heads or Apparatus Two; Light Plants Two; Tractors regardless of size straight (tractor only); Firemen on Stationary Boilers; Automatic Elevators; Form Grading Machines; Finishing Machines; Power Sub-Grader or Ribbon Machine; Longitudinal Floats; Distribution operator on trucks; Winch Heads or apparatuses (1); Excavators; Mobile Track Air and Heater (2 to 5); Heavy Equipment Greaser and all other operators not listed below.

GROUP 2: Air Compressor One; Water Pump regardless of size One; Welding Machine One; 1-Bag Mixer One; Conveyor One; Siphon or Jet; Light Plant One; Heater One; Immobile Track Air One

GROUP 3: Firemen on Whirlies and Asphalt Spreader Oiler; Heavy Equipment Oilers; Truck Cranes; Monigans; Large over 65 tons capacity; Concrete Plant Oiler and Black Top Plant Oiler

GROUP 4: Oilers

GROUP 5: Master Mechanic; Operators on equipment with Booms, including Jibs, 100 ft and over, but less than 150 ft

GROUP 6: Operators on equipment with Booms, including Jibs, 150 ft and over, but less than 200 ft

GROUP 7: Operators on equipment with Boomns, including Jibs, 200 ft and over; Tower Cranes, and Whirley Cranes

ENGI0841E 04/01/2002

Rates Fringes

CLAY, CRAWFORD, EDWARDS, EFFINGHAM, JASPER, LAWRENCE, RICHLAND, WABASH, & WAYNE COUNTIES

POWER EQUIPMENT OPERATORS:

GROUP 1	24.10	9.85
GROUP 2	15.85	9.85

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two-Drum Machine, One-Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or Similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Farm Tractor with Half Yard Bucket and/or Backhoe Attachments, Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or Similar Type Machine, Truck or Skid Mounted Concrete Pump, Tower Crane, Engine or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with Dual Attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machines Including Well Testing, Caissons, Shaft or Any Similar Type Drilling Machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Equipment Greased), Barber- Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, lydra Ax, Span Saw and Similar types, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver - Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker (Backhoe Attached), Lull (or Similar Type Machine), Two Air Compressors, Compressors Hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air Fork Lifts (Except When Used For Landscaping Work), Soil Stabilazer (Seaman Tiller, Bo Mag, Rago Gator and

Similar Types or Equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck Operator.

GROUP 2: Concrete Mixers Without Skips, Rock Crusher, Ditching Machine Under 6', Curbing Machine, one Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine-Mounted Post Hole Digger, Two to Four Generators, Water Pumps, or Welding Machines, within 400 ft, Air Compressor 600 cu. ft. and Under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (When Used For Landscaping Work, Concrete and Blacktop Curb Machine, Farm Tractor with less than Half Yard Bucket, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for Hoisting Material, Engine Tenders, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operators on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (Motor Driven), Form Tamper, Bulk Cement Plant Equipment Greaser, Deck Hands, Truck Crane Oiler_Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Farm Tractor, Super Sucker (And Similar Type of Equipment).

IRON0046G 05/01/2002

Rates Fringes

EFFINGHAM (Excluding Dexter & East thereof), FAYETTE (Avena & North thereof)
COUNTIES

IRONWORKERS	22.88	10.82
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* IRON0103G 04/01/2003

Rates Fringes

CLAY (Louisville & South thereof), EDWARDS, FRANKLIN (Northeast corner), GALLATIN, HAMILTON, JEFFERSON (East of Mt. Vernon), LAWRENCE (Southern 1/2 including Lawrenceville), MARION (Southeast), RICHLAND (Southern 1/2), SALINE (Northeastern 1/3),

WABASH, WAYNE, & WHITE COUNTIES

IRONWORKERS	23.50	10.40
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IRON0392B 03/01/2003

Rates Fringes

FAYETTE (Southern 1/2 below Brownstown), JACKSON (Remainder), JEFFERSON (Mt. Vernon & area West thereof), MARION, PERRY, &
RANDOLPH COUNTIES

IRONWORKERS	23.65	12.10
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IRON0439C 06/01/2002

Rates Fringes

CLAY (Except Louisville & South thereof), CRAWFORD, EFFINGHAM (Dexter & East thereof), JASPER, LAWRENCE (Northern half excluding Lawrenceville), & RICHLAND COUNTIES

IRONWORKERS	22.82	11.04
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IRON0782F 05/01/2002

Rates Fringes

ALEXANDER, FRANKLIN, GALLATIN, HARDIN, JACKSON (Except Ava and Elkville TWPS), JOHNSON, MASSAC, PERRY, POPE, PULASKI, SALINE (Except vicinity of El Dorado and area Northeast thereof), UNION, & WILLIAMSON COUNTIES:

IRONWORKERS	20.85	9.46
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LABO0459D 08/01/2002

Rates Fringes

RANDOLPH (SPARTA & VIC.) COUNTY:

LABORERS:

HEAVY CONSTRUCTION:

GROUP 1-	21.10	9.65
GROUP 2-	21.35	9.65
GROUP 3-	21.60	9.65
GROUP 4-	22.625	9.65

GROUP 1 - General Laborers

GROUP 2 - Work in septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzles men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on bottom of sewer trenches on the final grading, laying or caulking of performed sectional sewer pipe; High time (20 feet or over), where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulf-seal and/or other coal derivatives

GROUP 3 - Brick masons and plasterer tenders

GROUP 4 - Dynamite and Powder men

LABO0738A 04/01/2002

Rates Fringes

FRANKLIN, GALLATIN, HARDIN, JACKSON, JOHNSON, PERRY, POPE, SALINE, WILLAIMSON
COUNTIES:

LABORERS	19.05	8.45
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Asbestos abatement and removal
of hazardous materials from
non-mechanical systems; and
hazardous and toxic waste
clean up

19.05	8.45
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LABO0773B 04/01/2002

Rates Fringes

ALEXANDER, MASSAC, PULASKI (Southern 2/3) COUNTIES:

LABORERS	19.05	8.45
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Asbestos abatement and removal
of hazardous materials from
non-mechanical systems; and
hazardous and toxic waste
clean up

19.05	8.45
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LABO0925B 08/01/2002

Rates Fringes

RANDOLPH COUNTY (Chester and vicinity)

LABORERS (HEAVY CONSTRUCTION):

GROUP 1	21.00	9.75
GROUP 2	21.25	9.75
GROUP 3	21.50	9.75
GROUP 4	22.525	9.75

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers

GROUP 2: Work in septic tanks, cess-pools, or dry wells (old or new); All feeders, mixer and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking of luting asphalt; Burning or cutting with torch; Working on bottom of sewer trenches on the final grading, laying or caulking of performed sectional sewer pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives

GROUP 3: Brick mason tenders, and plasterer tenders

GROUP 4: Dynamite and powder men

LABO1280A 04/01/2000

Rates Fringes

CLAY, CRAWFORD, EDWARDS, EFFINGHAM, FAYETTE, HAMILTON, JASPER, JEFFERSON,
LAWRENCE, MARION, RICHLAND, WABASH, WAYNE, & WHITE COUNTIES

LABORERS 18.10 7.50

Asbestos Abatement and Removal
of Hazardous Materials from
Non-Mechanical Systems; and
Hazardous and Toxic Waste
Clean up18.10 7.65

LABO1330A 04/01/2002

Rates Fringes

PULASKI (Northern 1/3) & UNION COUNTIES:

LABORERS 19.05 8.45

Asbestos abatement and removal
of hazardous materials from
non-mechanical systems; and
hazardous and toxic waste
clean up19.05 8.45

PAIN0058F 05/01/2000

Rates Fringes

FAYETTE COUNTY

INDUSTRIAL PAINTERS:

Brush 23.02 6.60

Spraying, Blasting,
and Steam Cleaning 25.02 6.60

PAIN0058G 05/01/2000

Rates Fringes

FAYETTE COUNTY

BRIDGE PAINTERS:

Brush 23.02 6.60

Spray and Blast 25.02 6.60

PAIN0058R 05/01/1999

Rates Fringes

ALEXANDER, FRANKLIN, GALLATIN, HARDIN, JACKSON, JOHNSON, PERRY, POPE, PULASKI,
RANDOLPH, SALINE, UNION, & WILLIAMSON COUNTIES:

PAINTERS 20.77 6.03

PAINTERS (BRIDGES & DAMS) 23.07 6.03

PAIN0124B 05/01/2000

Rates Fringes

CLAY, HAMILTON, JEFFERSON, MARION, & WAYNE COUNTIES

INDUSTRIAL PAINTERS:

Brush 18.05 4.40

Bridges, Spray,
and Sandblasting 21.15 4.40

PAIN0156I 04/01/2003

Rates Fringes

EDWARDS, WABASH, & WHITE COUNTIES:

PAINTERS:

Brush, Roller, & Paperhangers	21.25	7.98
Drywall Finishers, Plasterers	21.50	7.98
Spray, Sandblast, Power Tools,		
Waterblast & Steam Cleaning	22.25	7.98
Brush, & Roller of Mastics, Creosotes		
Kwinch Koate, Coal Tar Epoxy	22.25	7.98
Spray for Mastics, Creosotes, Kwinch		
Koate, Coal Tar Epoxy	23.25	7.98

PAIN0500E 05/01/2002

Rates Fringes

MASSAC COUNTY:

PAINTERS:

Commercial	16.00	5.50
Industrial	18.25	5.50
Bridges & Dams	22.25	5.50

Spray, Sandblasting and water blast units with 3500 PSI receive a \$.50 per hour premium.

All work forty feet and above receive a \$1.00 per hour premium.

PAIN1705E 04/01/2000

Rates Fringes

CRAWFORD, EFFINGHAM, JASPER, LAWRENCE, & RICHLAND, COUNTIES

PAINTERS:

BRUSH & ROLLER

0-30 ft	20.90	6.63
Over 30 ft	21.70	6.63
Over 100 ft	22.70	6.63

BLASTING, SPRAYING, PRESSURE

WASHING

0-30 FT	21.90	6.63
Over 30 ft	24.20	6.63
Over 100 ft	25.20	6.63

PLAS0018Q 05/01/2001

Rates Fringes

DE WITT (Clinton and South thereof), EFFINGHAM (Northern half North from an East-west line drawn approximately 3 miles south of Effingham), MACON, MOULTRIE (Northeastern corner including Lovington, Bethany), PIATT (South of Monticello), & SHELBY (Excludes the towns of Cowden, Herrick, Lakewood, Moweaqua,

Oconee, Shelbyville, Tower Hill, & Westervelt) COUNTIES:

CEMENT MASONS	21.175	9.10
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PLAS0143D 04/01/2001

Rates Fringes

CRAWFORD, LAWRENCE, & WABASH COUNTIES

CEMENT MASONS	20.10	6.40
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PLAS0143J 01/01/2003

Rates Fringes

ALEXANDER, FRANKLIN, GALLATIN, HARDIN, JACKSON, JOHNSON, MASSAC, PERRY, POPE, PULASKI, RANDOLPH, SALINE, UNION, & WILLIAMSON COUNTIES:

CEMENT MASONS	23.35	5.45
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PLAS0143L 04/01/2001

Rates Fringes

CLAY, EDWARDS, FAYETTE, HAMILTON, JASPER, JEFFERSON, MARION, RICHLAND, WAYNE AND WHITE COUNTIES:

CEMENT MASONS	21.75	4.75
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PLAS0143M 04/01/2001

Rates Fringes

EFFINGHAM (Southern half, South from an East-West line drawn approximately 3 miles North of Effingham) COUNTY:

CEMENT MASONS	21.75	4.75
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TEAM0001F 05/01/2002

Rates Fringes

ALEXANDER, CHAMPAIGN, CHRISTIAN, CLARK, CLAY, COLES, CRAWFORD, CUMBERLAND, DE WITT, DOUGLAS, EDGAR, EDWARDS, EFFINGHAM, FAYETTE, FORD (Southern 1/2), FRANKLIN, GALLATIN, HAMILTON, HARDIN, IROQUOIS (Southern & Northwestern parts), JACKSON, JASPER, JEFFERSON, JOHNSON, LAWRENCE, MARION, MASSAC, MOULTRIE, PERRY, PIATT, POPE, PULASKI, RICHLAND, SALINE, SHELBY, UNION, VERMILION, WABASH, WAYNE, WHITE, & WILLIAMSON COUNTIES

TRUCK DRIVERS:

GROUP 1	23.62	5.00+a
GROUP 2	24.02	5.00+a
GROUP 3	24.22	5.00+a
GROUP 4	24.47	5.00+a
GROUP 5	25.22	5.00+a

FOOTNOTE:

a. \$91.00 per week

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Drivers on 2 Axle Trucks Hauling Less Than 9 Tons. Air Compressor and Welding Machines & Brooms, Including Those Pulled by Separate Units, Warehousemen, Greasers & Tiremen, Pickup Trucks When Hauling Material, Tools, or Men to and From & on the Job Site, & Fork Lifts up to 6,000 LB. Capacity.

GROUP 2: Two or Three Axle Trucks Hauling more than 9 Ton But Hauling less than 16 Ton, A-Frame Winch Trucks, Hydrolift Trucks, or Similar Equipment When Used For Transportation Purposes. Fork Lifts Over 6,000 LB. Capacity, Winch Trucks, & Four Axle Combination Units.

GROUP 3: Two, Three or Four Axle Trucks Hauling 16 Ton or more, Drivers on Water Pulls, Mechanics, Five Axle or more Combination Units.

GROUP 4: Lowboy & Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses
(29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed. With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division

U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

SECTION 00100
INSTRUCTIONS TO BIDDERS
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**SECTION 00100
INSTRUCTIONS TO BIDDERS**

CLAUSES INCORPORATED BY FULL TEXT

52.0-4019 PREAWARD INFORMATION

Each bidder shall, upon request of the Contracting Officer, furnish a statement of whether he is now or ever has been engaged in any work similar to that covered by the specifications herein, the dollar value thereof, the year in which such work was performed, and the manner of its execution and giving such other information as will tend to show the bidder's ability to prosecute the required work. The "such other information" referred to above shall include but is not limited to the following:

- (a) The name and address of the office or firm under which such similar work was performed.
- (b) A list of key personnel available for the instant project and their qualifications.
- (c) A copy of bidder's latest financial statement, including the names of banks or other financial institutions with which the bidder conducts business. If the financial statement is more than 60 days old, a certificate should be attached stating that financial condition is substantially the same, or if not the same, the changes that have taken place. Such statement will be treated as confidential.
- (d) A list of present commitments, including the dollar value thereof, and name of office under which work is being performed.

52.0-4047 SITE OF THE WORK

Bidders are advised that for the purpose of applicability of the Davis-Bacon Act and other contract labor standards provisions, "the site of the work" under the contract to be awarded pursuant to the solicitation may not be limited to the physical place(s) where the construction called for in the contract will remain when work on it has been completed. The "site of the work" may include other adjacent or nearby property used by the contractor or subcontractors during such construction. For example, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., will be considered part of the site of the work, provided they are dedicated exclusively or nearly

so to performance on the contract and are located in proximity to the actual construction location that it would be reasonable to include them.

52.0-4048 *QUANTITY ESTIMATES*

Estimates of quantities involved in certain items of work for which bids are being solicited on a lump sum or job basis have been made for the use of the Government. Copies of these quantity estimates may be obtained from the U S Army Engineer District Memphis, 167 North Main Street, Room 762, Memphis, Tennessee 38103-1894, telephone 901/544-3236, or visit our website at <http://www.mvm.usace.army.mil/>

It is to be expressly understood that the accuracy of these estimates is in no way warranted and that the furnishing of this information to a bidder will not relieve him of his responsibility to estimate the quantities involved. It is further to be expressly understood that in no case will such estimate be used as a basis of claim against the Government.

52.0-4049 *CONDITIONS AFFECTING THE WORK*

Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the Solicitation, the specifications, or related documents.

52.0-4055 *NEGOTIATIONS AFTER SEALED BIDDING*

(a) This clause applies if after bid opening the Contracting Officer determines that all otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

(b) The Government has the option to reject all bids received in response to the sealed bid advertisement and initiate negotiation. Negotiations will include soliciting offers from each responsible bidder that submits a bid in response to the solicitation.

(c) If after bid opening the Contracting Officer determines under (a) above that negotiations are in the best interest of the Government, the following steps will be followed:

(1) An amendment to the sealed bid advertisement will be issued to each responsible bidder changing the solicitation number to a request for proposal number. The amendment will also make any necessary changes to the scope of work.

(2) A cover letter signed by the negotiator will accompany the amendment explaining the procedures to be followed during negotiations.

(3) In the event there is only one responsible bidder under the initial sealed bid solicitation, cost or pricing data requirements set forth in FAR 15.804 will apply as will clause FAR 52.215-2, "Audit and Records - Negotiation".

52.0-4058 *PROGRAM DATA*

AUTHORITY: The work provided for herein is authorized by the Flood Control Act approved 15 JUN 1936, as amended.

52.0-4060 *REVISION AND AMENDMENT TO SOLICITATION FOR BIDS*

The right is reserved, as the interest of the Government may require, to revise or amend the specifications or drawings or both prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Solicitation for Bids. If revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their bids. In such cases, the amendment will include an announcement of new date for opening bids.

**52.0-4078 (FAR 52.236-27) SITE VISIT (CONSTRUCTION)
(ALTERNATE I) (FEB 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, bidders are urged and expected to inspect the site where the work will be performed.

(b) Two organized site visits have been scheduled for **JULY 1 AND JULY 8, 2003.**

(c) BIDDERS DESIRING A SITE VISIT SHALL CONTACT THE AREA ENGINEER AT LEAST ONE DAY PRIOR TO THE SCHEDULED SITE VISIT.

NAME: Stephen P. Shankle
Area Engineer

ADDRESS: Caruthersville Area Office
706 Harry S. Truman Boulevard
Caruthersville, Missouri 63830-1268

TELEPHONE: 901/544-3074 or 573/333-1043

COLLECT TELEPHONE CALLS WILL NOT BE ACCEPTED.

(End of Provision)

**52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS)
NUMBER (JUN 99)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

**52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE
DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS)
AND DESCRIPTIONS LISTED IN THE ACQUISITION
MANAGEMENT SYSTEMS AND DATA REQUIREMENTS
CONTROL LIST, DOD 5010.12-L (DEC 1999)**

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.214-3 *AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)*

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

52.214-4 *FALSE STATEMENTS IN BIDS (APR 1984)*

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.214-5 *SUBMISSION OF BIDS (MAR 1997)*

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless

authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

(End of provision)

**52.214-19 CONTRACT AWARD--SEALED BIDDING--
CONSTRUCTION (AUG 1996)**

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

**52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH
LANGUAGE (APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

**52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)—
EFARS**

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm, fixed-price contract resulting from this solicitation.

(End of clause)

**52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT--
CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS
(MAY 2002)**

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and NAFTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act --Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate

only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be **twenty (20%)** percent of the bid price or **\$3,000,000.00**, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Chief, Contracting Division
ATTN: CEMVM-CT-Room 681
U. S. Army Engineer District, Memphis
167 North Main Street B202
Memphis, Tennessee 38103-1894

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(End of provision)

**252.204-7001 *COMMERCIAL AND GOVERNMENT ENTITY
(CAGE) CODE REPORTING (AUG 1999)***

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

**252.236-7008 *CONTRACT PRICES - BIDDING SCHEDULES.
(DEC 1991)***

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

**SECTION 00600
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SECTION 00600
REPRESENTATIONS & CERTIFICATIONS

CLAUSES INCORPORATED BY FULL TEXT

52.0-4031 CORPORATE CERTIFICATION

IF A BIDDER IS A CORPORATION OR IF CORPORATION IS PARTICIPATING IN A JOINT VENTURE, PLEASE COMPLETE THE FOLLOWING CERTIFICATION:

I, _____, certify that I am secretary of the corporation named as Contractor herein; that _____ who signed this contract on behalf of the Contractor; was then _____ of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)

(Secretary)

IF A CORPORATION IS PARTICIPATING AS A JOINT VENTURE, ITS SECRETARY MUST SUBMIT A CERTIFICATE STATING THE CORPORATION IS AUTHORIZED TO PARTICIPATE.

**52.203-2 CERTIFICATE OF INDEPENDENT PRICE
DETERMINATION (APR 1985)**

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

**52.203-11 CERTIFICATION AND DISCLOSURE REGARDING
PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(1) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who

makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER

SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(APR 2002) - ALTERNATE I (APR 2002)**

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **237990**.
- (2) The small business size standard is **\$28,500,000.00**.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-2 *EQUAL LOW BIDS. (OCT 1995)*

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision

will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

____ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

**52.219-19 SMALL BUSINESS CONCERN REPRESENTATION
FOR THE SMALL BUSINESS COMPETITIVENESS
DEMONSTRATION PROGRAM (OCT 2000)**

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern

whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of clause)

**252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY
THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.225-7035 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAR 1998)

(a) Definitions. "Domestic end product," "foreign end product," "NAFTA country end product," and "qualifying country end product" have the meanings given in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of qualifying country end products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications. (1) The offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies are qualifying country (except Canada) end products:

insert line item number insert country of origin

(ii) The Offeror certifies that the following supplies qualify as NAFTA country end products:

insert line item number	insert country of origin
-------------------------	--------------------------

(iii) The following supplies are other foreign end products:

insert line item number	insert country of origin
-------------------------	--------------------------

(End of clause)

**252.247-7022 REPRESENTATION OF EXTENT OF
TRANSPORTATION BY SEA (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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**SECTION 00700
CONTRACT CLAUSES**

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (DEC 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if--

(i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services--

(i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(g) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(h) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any

prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing

the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.209-6 *Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)*

(a) The Government suspends or debars Contractors to protect the Government's interests. The

Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.214-26 *Audit and Records--Sealed Bidding. (OCT 1997)*

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the modification; or
- (4) Performance of the modification.

(c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

(End of clause)

52.214-27 Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding. (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because

(1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.

(c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:

(1) the actual subcontract; or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made:

(1) the Contractor agrees not to raise the following matters as a defense:

- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;
 - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;
 - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or
 - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) Except as prohibited by subdivision (d)(2)(ii) of this clause:
- (i) an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if:
 - (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
 - (B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.
 - (ii) An offset shall not be allowed if:
 - (A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or
 - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.
 - (e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid:
 - (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
 - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

(End of clause)

52.214-28 Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding. (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall:

(1) become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at (FAR) 48 CFR 15.403-4(a)(1); and

(2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.406-2 of the Federal Acquisition Regulation that, to the best of its knowledge and belief, the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

(End of clause)

52.214-29 ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

(End of clause)

**52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)--
ALTERNATE I (OCT 2001).**

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted

within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority

Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned

small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.219-16 *Liquidated Damages-Subcontracting Plan (JAN 1999)*

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If,

at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

52.222-3 Convict Labor (Aug 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a

sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

- (a)(1) The worker is paid or is in an approved work training program on a voluntary basis;
- (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
- (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and
- (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation. (SEP 2000)

- (a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- (b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the

employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 *DAVIS-BACON ACT (FEB 1995)*

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached

hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the

Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(1) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is

performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

**52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS
(FEB 1988)**

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988))

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(ii) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with

Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

52.222-21 *PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)*

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 *EQUAL OPPORTUNITY (APR 2002)*

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or

suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-14 *TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)*

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

**52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS
UNDER TRADE AGREEMENTS (JUL 2002)**

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: None

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have

requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars)
\1\			

Item 1:

Foreign construction material....

Domestic construction material...

Item 2:

Foreign construction material....

Domestic construction material...

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free

entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral,

attach summary.

Include other applicable supporting information.

(End of clause)

52.225-13 *RESTRICTIONS ON CERTAIN FOREIGN PURCHASES*
(JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.225-15 *SANCTIONED EUROPEAN UNION COUNTRY END*
PRODUCTS (FEB 2000)

(a) Definitions. As used in this clause--

Sanctioned European Union country end product means an article that--

(1) Is wholly the growth, product, or manufacture of a sanctioned European Union (EU) member state; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a sanctioned EU member state into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

Sanctioned European Union member state means Austria, Belgium, Denmark, Finland, France, Ireland, Italy, Luxembourg, the Netherlands, Sweden, or the United Kingdom.

(b) The Contractor shall not deliver any sanctioned European Union country end products under this contract.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any

subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(3) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its

officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(End of clause)

52.228-2 *ADDITIONAL BOND SECURITY (OCT 1997)*

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.
- (b) Any surety fails to furnish reports on its financial condition as required by the Government;
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-11 *PLEDGES OF ASSETS (FEB 1992)*

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

- (1) Pledge of assets; and
- (2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-12 *Prospective Subcontractor Requests for Bonds. (OCT 1995)*

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

52.228-14 *IRREVOCABLE LETTER OF CREDIT (DEC 1999)*

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ _____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the

extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$_____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$ _____. This draft is drawn under Irrevocable Letter of Credit No.

[Beneficiary Agency]

By: _____

(End of clause)

52.228-15 Performance and Payment Bonds--Construction (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

- (d) The contract price shall be decreased by the amount of any after-relieved Federal tax.
 - (e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
 - (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
 - (g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
 - (h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.
- (End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

- (a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.
- (b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.
- (1) The Contractor's request for progress payments shall include the following substantiation:
 - (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
 - (ii) A listing of the amount included for work performed by each subcontractor under the contract.
 - (iii) A listing of the total amount of each subcontract under the contract.
 - (iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract

(hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-23 *ASSIGNMENT OF CLAIMS (JAN 1986)*

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-27 *PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (FEB 2002)*

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for

prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER— CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 Disputes. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 *PROTEST AFTER AWARD (AUG. 1996)*

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision

in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
 - (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
 - (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
 - (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
 - (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.
- (End of clause)

52.236-2 *DIFFERING SITE CONDITIONS (APR 1984)*

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably

ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of

the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

52.236-11 *USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)*

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 *CLEANING UP (APR 1984)*

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

- (a) The Contractor shall provide and maintain work environments and procedures which will
 - (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
 - (2) avoid interruptions of Government operations and delays in project completion dates; and
 - (3) control costs in the performance of this contract.
- (b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-
 - (1) Provide appropriate safety barricades, signs, and signal lights;
 - (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
 - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
 - (4) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
- (c) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.
- (f) Before commencing the work, the Contractor shall-
 - (1) Submit a written proposed plan for implementing this clause. The plan shall include an

analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

**52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION
(FEB 1997)**

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this

contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

52.236-26 *PRECONSTRUCTION CONFERENCE (FEB 1995)*

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.242-13 *BANKRUPTCY (JUL 1995)*

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 *SUSPENSION OF WORK (APR 1984)*

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 *CHANGES (AUG 1987)*

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after
 - (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.
- (f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 2003)

- (a) Definitions.

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

(a) Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be

delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to

Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

**52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)
(APR 1984)**

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.246-13 INSPECTION--DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)

(a) Unless otherwise designated by the specifications, all workmanship performed under the contract is subject to Government inspection at all times and places where dismantling or demolition work is being performed. The Contractor shall furnish promptly, and at no increase in contract price all reasonable facilities, labor, and materials necessary for safe and convenient inspection by the Government. The Government shall perform inspections in a manner that will not unduly delay the work.

(b) The Contractor is responsible for damage to property caused by defective workmanship. The Contractor shall promptly segregate and remove from the premises any unsatisfactory facilities, materials, and equipment used in contract performance, and promptly replace them with satisfactory items. If the Contractor fails to proceed at once in a workmanlike manner with performance of the work or with the correction of defective workmanship, the Government may (1) by contract or otherwise, replace the facilities, materials, and equipment or correct the workmanship and charge the cost to the Contractor and (2) terminate for default the Contractor's right to proceed. The Contractor and any surety shall be liable, to the extent specified in the contract for any damage or cost of repair or replacement.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only; or
 - (ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the

instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) A separate, detailed cost estimate for
 - (i) the affected portions of the existing contract requirement and
 - (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.
- (4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- (5) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.
- (e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-1 *TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)*

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.249-2 *TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)*

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored,

within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-10 *DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)*

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

- (iii) acts of another Contractor in the performance of a contract with the Government,
- (iv) fires,
- (v) floods,
- (vi) epidemics,
- (vii) quarantine restrictions,
- (viii) strikes,
- (ix) freight embargoes,
- (x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(End of clause)

52.252-4 *ALTERATIONS IN CONTRACT (APR 1984)*

Portions of this contract are altered as follows:

None.

(End of clause)

52.252-6 *AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)*

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (48 CFR [Chapter 2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

52.253-1 *COMPUTER GENERATED FORMS (JAN 1991)*

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(5) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

- (1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;
- (2) On the board of directors of any DoD contractor or first-tier subcontractor;
- (3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or
- (4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

- (1) Employing a person under a prohibition specified in paragraph (b) of this clause; or
- (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

- (1) Suspension or debarment;
- (2) Cancellation of the contract at no cost to the Government; or
- (3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

- (1) The person involved;
- (2) The nature of the conviction and resultant sentence or punishment imposed;
- (3) The reasons for the requested waiver; and
- (4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony

arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.203-7002 *DISPLAY OF DOD HOTLINE POSTER (DEC 1991)*

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(6) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

252.204-7003 *CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)*

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 *REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)*

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through

(5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)**(a) Definitions.**

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

- (B) When an employees has been involved in an accident or unsafe practice;
 - (C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;
 - (D) As part of a voluntary employee drug testing program.
- (iii) The Contractor may establish a program to test applicants for employment for illegal drug use.
- (iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.
- (d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.
- (e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.
- (End of clause)

252.225-7012 *Preference for Certain Domestic Commodities (FEB 2003)*

- (a) Definitions. As used in this clause--
- (1) Component means any item supplied to the Government as part of an end product or of another component.
 - (2) End product means supplies delivered under a line item of this contract.
- (b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico:
- (1) Food.

- (2) Clothing.
 - (3) Tents, tarpaulins, or covers.
 - (4) Cotton and other natural fiber products.
 - (5) Woven silk or woven silk blends.
 - (6) Spun silk yarn for cartridge cloth.
 - (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.
 - (8) Canvas products.
 - (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
 - (10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).
- (c) This clause does not apply--
- (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
 - (2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--
 - (i) Is not more than 10 percent of the total price of the end product; and
 - (ii) Does not exceed the simplified acquisition threshold in FAR part 2;
 - (3) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced, except that this clause does apply to fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States;
 - (4) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or
 - (5) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/ tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

252.225-7031 *SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)*

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

**252.225-7036 BUY AMERICAN ACT--NORTH AMERICAN FREE
TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF
PAYMENTS PROGRAM (MAR 1998)**

(a) Definitions. As used in this clause--

(1) Components means those articles, materials, and supplies directly incorporated into end products.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind--

(A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or

(B) That the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).

(4) Foreign end product means an end product other than a domestic end product.

(5) North American Free Trade Agreement (NAFTA) country means Canada or Mexico.

(6) NAFTA country end product means an article that--

(i) Is wholly the growth, product, or manufacture of a NAFTA country; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(7) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(8) Qualifying country component means an item mined, produced, or manufactured in a qualifying country.

(9) Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

(b) Unless otherwise specified, the North American Free Trade Agreement Implementation Act of 1993 (19 U.S.C. 3301 note) applies to all items in the Schedule.

(c) The Contractor agrees to deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country, NAFTA country, or other foreign end products in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation. An offer certifying that a qualifying country end product or a NAFTA country end product will be supplied requires the Contractor to supply a qualifying country end product or a NAFTA country end product, whichever is certified, or, at the Contractor's option, a domestic end product. (d) The offered price of qualifying country end products, or NAFTA country end products for line items subject to the North American Free Trade Agreement Implementation Act, should not include custom fees or duty. The offered price of foreign end products listed in paragraph (c)(2)(iii) of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation, or the offered price of domestic end products that contain nonqualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, each foreign end product listed in paragraph (c)(2)(iii) of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation is adjusted for the purpose of evaluation by adding 50 percent of the offered price, inclusive of duty.

(End of clause)

252.227-7033 *RIGHTS IN SHOP DRAWINGS (APR 1966)*

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.231-7000 *SUPPLEMENTAL COST PRINCIPLES (DEC 1991)*

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.236-7000 *MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)*

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD) (MAR 2000)

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items and Commercial Components clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

252.245-7001 *REPORTS OF GOVERNMENT PROPERTY (MAY 1994)*

(a) The Contractor shall provide an annual report --

(1) For all DoD property for which the Contractor is accountable under the contract;

(2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;

(3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)

252.246-7000 *MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)*

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

252.247-7023 *Transportation of Supplies by Sea (MAY 2002)*

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this

purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
---------------------	------------------------	----------

TOTAL

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

- (1) In all subcontracts under this contract, if this contract is a construction contract; or
 - (2) If this contract is not a construction contract, in all subcontracts under this contract that are for--
 - (i) Noncommercial items; or
 - (ii) Commercial items that--
 - (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (End of clause)

**CAIRO-MOUND CITY, IL PARCEL 4
SEEPAGE CONTROL PROJECT
ALEXANDER COUNTY, ILLINOIS
MISSISSIPPI RIVER LEVEES - CONSTRUCTION**

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

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**CAIRO-MOUND CITY, IL PARCEL 4
SEEPAGE CONTROL PROJECT
ALEXANDER COUNTY, ILLINOIS
MISSISSIPPI RIVER LEVEES - CONSTRUCTION**

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

1.1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984).

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 240 calendar days after the date of receipt by him of notice to proceed. The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

1.2. EXCLUSION PERIODS IN COMPUTING COMPLETION SCHEDULES. No work will be required during the period between 1 December and 1 June, except the mowing required at Paragraph 1.12 of this Section. This period has not been considered in computing the time allowed for completion in accordance with paragraph 1.1 above. The Contractor may, however, perform work during all or any part of the non-work period provided that he/she has received prior approval therefore, in writing, from the Contracting Officer. In the event that the Contractor's operations are suspended at the beginning of or during this period, the Contracting Officer reserves the right to direct the Contractor to restore the work area to at least the level of flood protection existing prior to the Contractor's operations in the area, in accordance with the procedures of paragraph 1.53 as applicable, all at no additional cost to the Government.

1.3. LIQUIDATED DAMAGES-CONSTRUCTION (SEPT 2000).

a. If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of, \$420.00 for each calendar day of delay until the work is completed or accepted.

b. If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. (FAR 52.211-12)

1.4. EXCEPTION TO LIQUIDATED DAMAGES. The Contractor's obligation specified in paragraph 3.9 of SECTION 02936, ESTABLISHMENT OF TURF, is exempt from liquidated damages.

1.5. CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000).

a. The Government will provide to the Contractor, without charge one set of contract

drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

b. The Contractor shall--

- (1) Check all drawings immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph b; and
- (5) Reproduce and print contract drawings and specifications as needed.

c. In general—

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

d. Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform as if fully and correctly set forth and described in the drawings and specifications.

e. The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

**CAIRO-MOUND CITY, IL PARCEL 4
SEEPAGE CONTROL PROJECT
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(DFARS 252.236-7001)

1.6. PHYSICAL DATA (APR 1984). Data and information furnished or referred to below are for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a. The indications of physical conditions on the drawings and in the specifications are the result of site investigations to aerial photographs and topographic surveys.

b. Weather Conditions. Information with respect to temperatures and precipitation may be obtained from the National Weather Service. Also see paragraph 1.28, "Time Extensions for Unusually Severe Weather".

c. Additional Data. Additional data such as cross sections, river stage records, and quantity data such as records of borings, may be available for inspection at the U.S. Army Engineer District, Memphis, Tennessee. (FAR 52.236-4) Lump Sum bid item quantities are normally posted on the Memphis District web site at www.mvm.usace.army.mil where the specifications are downloaded and viewed.

1.7 RIGHTS-OF-WAY.

a. The rights-of-way and easements for the work to be constructed under this contract within the limits indicated on the drawings will be provided by the Government without cost to the Contractor. However, the Contractor shall make his own arrangements with the appropriate owners or organizations for transporting his equipment across, over or under railroad tracks, highways, bridges, private property, and utility lines and shall provide at his own expense any additional right-of-way or easements required to effect such crossings, including insurance requirements of owners. Limits of right-of-way which will be provided by the Government are as indicated on the drawings.

b. The Contractor shall, upon reasonable notice, without expense to the Government and at any time during the progress of the work when not being actively used for contract operations, promptly vacate and clean up any part of the Government grounds that have been allotted to or have

been in use by him when directed to do so by the Contracting Officer.

c. The Contractor shall not obstruct any existing roads on the lands controlled by the United States except with the permission of the Contracting Officer, and shall maintain such roads in as good condition as exists at the time of commencement of the work.

d. Any additional right-of-way required for access must be obtained by and at the expense of the Contractor. The Contractor shall submit written evidence to the Contracting Officer that he has obtained the rights-of-way from the property owners. The written evidence shall consist of an authenticated copy of the conveyance under which the Contractor acquired the rights-of-way, prepared and executed in accordance with the laws of the State of Illinois. If temporary rights are obtained by the Contractor, the period of time shall coincide with paragraph 1.1, "Commencement, Prosecution, and Completion of Work", of the SPECIAL CONTRACT REQUIREMENTS, plus a reasonable time for any extension granted for completion of the work. The Contractor shall be solely responsible for any and all damages, claims for damages, and liability of any nature whatsoever arising from or growing out of the use of rights-of-way other than those rights-of-way furnished by the Government.

e. The Contractor shall repair, at his own expense, any and all damage to the existing roads when such damage is a result of his operations on this contract. The Contractor shall also replace, at his own expense, any and all surfacing displaced or damaged by his operations on this contract. The repairs and/or replacement shall be done to the satisfaction of the Contracting Officer.

1.8. LAYOUT OF WORK.

a. The Contractor will establish and locate the following baselines and bench marks at the site of the work:

(1) Baselines as shown on the drawings.

(2) Bench marks as shown on the drawings.

b. From the baselines and bench marks established, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract drawings, subject to such modifications as the Contracting Officer may require to meet changed conditions or as a result of necessary modifications to the contract work.

c. The Contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and materials, and all labor as may be required in laying out any part of the work from the baselines and bench marks. It shall be the responsibility of the Contractor to maintain and preserve all stakes and marks established by the Contracting Officer until authorized to remove them, and if such marks are destroyed, by the Contractor or through his negligence, prior to their authorized removal, they may be replaced by the Contracting Officer, at his discretion, and the

expense of replacement will be deducted from any amounts due or to become due the Contractor. The Contracting Officer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of the work.

1.9. QUANTITY SURVEYS - NOT USED.

1.10. QUANTITY SURVEYS-ALTERNATE I (APR 1984).

a. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

b. The Contractor shall conduct the original and final surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

c. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer. (FAR 52.236-16)

d. Quantity surveys as used in this clause means a topographical survey accomplished by ground methods requiring the use of a total station instrument with the display output recorded and stored in an electronic field book for further calculations in a computer. The Contractor shall furnish the electronic data in an Intergraph or PacSoft format to the Contracting Officer.

e. Quantity Survey Method. The cross-section method shall be used to obtain topography. Cross-section spacing will depend upon the terrain but shall not exceed 50 feet. All breaks in slope shall be recorded along the cross-section with a maximum distance 25 feet between observations.

f. Quantity Survey Limits. After clearing of vegetation and trees, the topographic survey shall extend to 50 feet beyond the limits of work or to the Right-of-Way limits as shown on the drawings.

1.11. PROGRESS CHART. The schedule of work will be in accordance with the progress chart. The progress chart required by provisions of paragraph (a) of the CONTRACT CLAUSE entitled "Schedules for Construction Contracts" shall be prepared on ENG Form 2454, copies of which will be furnished to the Contractor by the Government. THREE COPIES OF THE

SCHEDULE WILL BE REQUIRED. The Contractor will be required to start excavation at Main Line Levee Baseline Station 4/50+00 and proceed continuously in a southern direction until completion of the project at Baseline Station 6/17+00. This order of work shall be included in the submitted schedule.

The Contractor will be required to keep the levee grass mowed throughout the specified time for this contract or until the contract is completed, including the non-work period time frame of 1 December to 1 June. The grass shall be mowed when the grass reaches 12-inches in height for more than 50 percent of the area within the R.O.W. limits as shown on Drawing 2 or as directed by the Contracting Officer. The Contracting Officer may also require the Contractor to mow the grass if an event on the Ohio River is predicted to flood the slurry trench site and place water against the riverside of the levee. The mowing will aid in inspection of the levee during flood fight monitoring of the levee. If the Contractor is required to mow the grass other than the requirements above, then the Contractor will be paid under the Changes Clause. The Contractor shall include this maintenance requirement in the submitted schedule as outlined in these paragraphs. The cost for maintaining the grass on the levee shall be included as a lump sum for the contract period as outlined on the bid sheet.

1.12. SAFETY-RELATED SPECIAL REQUIREMENTS. ALL WORK UNDER THIS CONTRACT SHALL COMPLY WITH THE LATEST VERSION OF U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, AND OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) STANDARDS IN EFFECT ON THE DATE OF THE SOLICITATION. NO SEPARATE PAYMENT WILL BE MADE FOR COMPLIANCE WITH EM 385-1-1, NOR FOR COMPLIANCE WITH ANY OF THE OTHER SAFETY-RELATED SPECIAL REQUIREMENTS.

a. Accident Investigations and Reporting. Refer to EM 385-1-1, Section 1. Accidents shall be investigated and reports completed by the immediate supervisor of the employee(s) involved and reported to the Contracting Officer or his representative immediately after the accident occurs. A report of all mishaps occurring on the project shall be submitted to the Contracting Officer on ENG Form 3394 within two working days following the incident. All data reported must be complete, timely and accurate. A follow-up report shall be submitted when the estimated lost time days differ from actual lost time days. When a job related injury occurs which requires medical treatment, a supervisor of the injured employee shall accompany the injured employee to the treatment facility and explain the employee's regular duties and the availability of "Light Duty" so the injured employee can return to work as soon as possible.

b. Accident Prevention Program. Refer to the CONTRACT CLAUSE entitled, "Accident Prevention (Alternate I)". Within 15 calendar days after receipt of Notice of Award of the contract, four copies of the Accident Prevention Program shall be submitted to the Contracting Officer for review and approval. The program shall be prepared in the following format:

(1) An executed LMV Form 358R, Administrative Plan (available upon request).

(2) An executed LMV Form 359R, Activity Hazard Analysis (available upon request).

(3) A copy of company policy statement regarding accident prevention.

(4) When marine plant and equipment are in use under a contract, the method of fuel oil transfer shall be submitted on LMV Form 414R, Fuel Oil Transfer, (available upon request). (Refer to 33 CFR 156.)

The Contractor shall not commence physical work at the site until the program has been approved by the Contracting Officer, or his authorized representative. At the Contracting Officer's discretion, the Contractor may submit his Activity Hazard Analysis for only the first phase of construction provided that it is accompanied by an outline of the remaining phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase. Also refer to Section 1 of EM 385-1-1.

c. Daily Inspections. The Contractor shall perform daily safety inspections and record them on the forms approved by the Contracting Officer. Reports of daily inspections shall be maintained at the jobsite. The reports shall be records of the daily inspections and resulting actions. Each report will include, as a minimum, the following:

(1) Phase(s) of construction underway during the inspection.

(2) Locations or areas inspections were made.

(3) Results of inspection, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.

d. Machinery and Mechanized Equipment. Machinery and mechanized equipment used under this contract shall comply with the following:

(1) When mechanized equipment is operated on floating plant, the Contractor shall provide positive and acceptable means of preventing this equipment from moving or falling into the water. The type of equipment addressed by this clause includes front-end loaders, bulldozers, trucks (both on- and off-road), backhoes, track hoes, and similar equipment. If the Contractor plans to use such equipment on floating plant, an activity hazard analysis must be developed for this feature of work. The plan must include a detailed explanation of the type or types of physical barriers, curbs, structures, etc., which will be incorporated to protect the operator and prevent the equipment from entering the water. Nonstructural warning devices may be considered for situations where the use of structural barriers is determined to be impracticable. The activity hazard analysis must thoroughly address the procedure and be submitted to the Corps for review and acceptance prior to start of this feature of work.

(2) The stability of crawler, truck, and wheel-mounted cranes shall be assured.

(a) The manufacturer's load-rating chart may be used to determine the maximum allowable working load for each particular crane's boom angle provided a test load, with a boom angle of 20 degrees, confirms the manufacturer's load-rating table.

(b) Stability tests are required if:

(i) There is no manufacturer's load-rating chart securely fixed to the operator's cab;

(ii) There has been a change in the boom or other structural members; or

(iii) There has been a change in the counterweight.

The test shall consist of lifting a load with the boom in the least stable undercarriage position and at an angle of 20 degrees above the horizontal. The test shall be conducted under close supervision on a firm, level surface. The load that tilts the machine shall be identified as the test load. The test load moment (in ft-lbs.) shall then be calculated by multiplying the horizontal distance (in ft) from the center of rotation of the machine to the test load, times the test load (in lbs.). Three-fourths of this test-load moment shall then be used to compute the maximum allowable operating loads for the boom at 20, 40, 60, and 80 degrees above horizontal. From these maximum allowable operating loads, a curve shall be plotted and posted in the cab of the machine in sight of the operator. These values shall not be exceeded except in the performance test described below. The test load shall never exceed 110 percent of the manufacturer's maximum rated capacity.

(c) In lieu of the test and computations above, the crane may be load tested for stability at each of the four boom positions listed above.

(3) Performance tests shall be performed in accordance with Section 16 of EM 385-1-1. Performance tests shall be conducted after each stability test, when the crane is placed in service on a project, and at least every 12 months.

(4) Inspections shall be made which will ensure a safe and economical operation of both cranes and draglines. Specific inspections and their frequencies are listed on the appropriate checklists noted below. Results of inspections and tests for cranes shall be recorded on the Safety Inspection Check List, LMV Form 326R (available upon request), and inspection results for draglines shall be recorded on LMV Form 373R (available upon request). Copies of the inspections and tests shall be available at the jobsite for review. All stability and performance tests on cranes and all complete dragline inspections shall be witnessed by the Contracting Officer or his authorized representative.

(5) A complete dragline inspection shall be made:

- (a) At least annually;
- (b) Prior to the dragline being placed in operation; and
- (c) After the dragline has been out of service for more than six months.

e. Safety Sign. The Contractor shall furnish, erect, and maintain a safety sign at the site, as located by the Contracting Officer. The sign shall conform to the requirements of this paragraph and the drawing entitled "Safety Sign", included at the end of these Special Contract Requirements. The lettering shall be black and the background white. When placed on floating plant, the sign may be half size. Upon request, the Government will furnish a decal of the Engineer Castle. The sign shall be erected as soon as practicable, but not later than 15 calendar days after the date established for commencement of work. The data required shall be current.

1.13. BASIS FOR SETTLEMENT OF PROPOSALS (JAN 1997). Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the Contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the Contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the Contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate. (EFARS 52.249-5000)

1.14. CERTIFICATES OF COMPLIANCE. Any certificates required for demonstrating proof of compliance of material with specification requirements shall be executed in four (4) copies. Each certificate shall be signed by an official authorized to certify on behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing

laboratory and the date or dates of the test to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

1.15. CONTRACTOR'S CERTIFICATE. Each submittal of shop drawings and materials data shall be accompanied by a certificate, signed by the head of the Quality Control Organization of the prime Contractor, that the prime Contractor has reviewed in detail all shop drawings and materials contained in the submittal and that they are correct and in strict conformance with the contract drawings and specifications except as may be otherwise explicitly stated. The Government will first check for the Contractor's certificate and then review and render approval action or indicate disapproval in those cases where contract requirements are not fulfilled.

1.16. SHOP DRAWINGS. NOT USED

1.17. AS-BUILT DRAWINGS. The Contractor shall maintain three (3) full-size sets of the Contract drawings depicting a current record of the work as actually constructed. One set is for the Contractor's use and two for the Government's use. These working as-built drawing red-line mark-ups may be manually or electronically generated using the construction plans. These working as-built drawings shall be reviewed at least monthly with the Contracting Officer, prior to the Contractor submitting a request for progress payment. Both the Contracting Officer and the Contractor shall certify that the as-built drawings are accurate and up-to-date before progress payment is made. Upon completion of the work and not later than 60 days from acceptance, the Contractor shall deliver two (2) complete final sets of the as-built red-line marked-up plans depicting the construction as actually accomplished. The final as-built drawings shall be identified as such by marking or stamping them with the words "AS-BUILT DRAWINGS" in letters at least 3/16" high. Those drawings where no change is involved shall be marked or stamped "AS-BUILT, NO CHANGE". Compliance and delivery of the final as-built drawings will be enforced through the approval of final payment. Also, the quality of the final as-built drawings will be reflected in the Contractor's performance evaluation.

1.18. DAMAGE TO WORK. The responsibility for damage to any part of the permanent work shall be as set forth in the CONTRACT CLAUSE entitled "Permits and Responsibilities". However, if, in the judgement of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood, tornado, or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor shall make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work, an equitable adjustment pursuant to the CONTRACT CLAUSE entitled "Changes" will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense regardless of the cause of such

damage.

1.19. NOTIFICATION OF AREA ENGINEER BEFORE BEGINNING WORK. At least seven days before beginning work, the Contractor shall notify Mr. Stephen P. Shankle, Area Engineer, Caruthersville Area Office, 706 Truman, Caruthersville, Missouri 63830 Telephone No. 901-544-3075 or 573-333-1043. COLLECT CALLS WILL NOT BE ACCEPTED.

1.20. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995).

a. This clause does not apply to terminations. See SPECIAL CONTRACT REQUIREMENT entitled, "Basis for Settlement of Proposals" and FAR Part 49.

b. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the Contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region V. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

c. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(2)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

d. When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the Contracting Officer shall request the Contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. (EFARS 52.231-5000) The data shall be submitted on Standard Form 1411, Contract Pricing Cover Sheet.

NOTE: THE CONTRACTOR MAY PURCHASE THE EQUIPMENT MANUAL FROM THE GOVERNMENT PRINTING OFFICE. THE GOVERNMENT PRINTING OFFICE TELEPHONE NO. IS 202-512-1800 and THE INTERNET ADDRESS IS <http://bookstore.gpo.gov/sb/sb-261.html>.

1.21. RETESTING OF CONSTRUCTION MATERIALS. Unless otherwise specified, where the Technical Specifications state that tests will be performed at the expense of the Government, the cost of only the initial test will be borne by the Government. Any retesting due to failure of the materials to meet the requirements in the initial test or any retesting requested by the Contractor shall be performed at the Contractor's expense. The retests shall be at laboratories approved by the Contracting Officer. The costs of retests made at Government laboratories will be deducted from the total amount due the Contractor.

1.22. VEHICLE WEIGHT LIMITATIONS. Vehicle weight limitations for operation on roads, streets, and bridges may affect the prosecution of work under this contract. The Contractor will be responsible for obtaining all necessary licenses and permits in accordance with the CONTRACT CLAUSE entitled "Permits and Responsibilities".

1.23. OBSTRUCTIONS.

a. Utilities. All utilities located at the site are to remain in place and operative during the construction. At least 10 days before beginning work in the vicinity of a utility, the Contractor shall call the appropriate "Call Before You Dig" number listed below. The Contractor shall exercise special care when working in the vicinity of utilities to prevent damage thereto or injury to the Contractor's employees or others. Any damage to the utilities or interruptions of service occasioned by the Contractor's operations shall be repaired and the service restored promptly at his expense.

In the event the Contractor elects to have utilities relocated for his own convenience, he shall make his own arrangement with utility owners for the rerouting and replacement to their permanent location after completion of the work adjacent thereto. All costs associated with utility relocation for the Contractor's convenience shall be at his expense.

CALL BEFORE YOU DIG NUMBER

ILLINOIS - 1-800-892-0132

b. Removal of Existing Pipe at approximate Baseline Station 6/7+75. The Contractor will be required to coordinate with the J. D. Street & Co, for removal of an existing pipe that supplies fertilizer from the Ohio River to the storage facilities located landside of the levee. The pipe crosses the right-of-way at approximate Baseline Station 6/7+75 and will require removal for excavation and installation of the slurry trench. The J. D. Street & Co. is required to temporarily remove the pipeline and reinstall the pipeline at his expense. However, the Contractor will need to give sufficient time or advanced notice to Mr. Paul Borragan at (314) 351-6500 to coordinate the removal of the pipe and coordinate the length of time required for the Contractor to complete the required work in this area so that the pipe can be reinstalled. The Contractor will be required to expedite the construction process in this area so that the pipe can be reinstalled as quickly as possible. The coordination plan between the Contractor and the J. D. Street & Co. shall be coordinated with Contracting Officer for final approval.

1.24. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM. In compliance with the General Permit of the NPDES, the Contracting Officer will file a Notice of Intent (NOI) with the State of Illinois. In addition, the Storm Water Pollution Prevention Plan (SWPPP) required by the General Permit has been prepared and is included at the end of these Special Contract Requirements. The Contractor shall adhere strictly to the erosion control provisions of SWPPP and Section 01130 - ENVIRONMENTAL PROTECTION to minimize sediment discharge into nearby water courses to the maximum extent practicable. Furthermore, the Contractor and all subcontractors shall sign the certification contained in the SWPPP. The Contractor shall maintain the SWPPP on the construction site at all times. The SWPPP shall take precedence over the technical specifications.

1.25. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984). The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen (15) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. (FAR 52.236-1)

1.26. CONTINUING CONTRACTS (MAR 1995).

a. This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments Under Fixed-Price Construction Contracts" clause or any other clause of this contract.

b. The sum of \$100,000.00 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

c. Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs "f" and "i" below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefor.

d. The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

e. If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the Contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 days nor more than 60 days prior to the estimated date of exhaustion.

f. No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

g. Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the Contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

h. An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

i. If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the Contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

j. If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the Contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess. (EFARS 52.232-5001)

1.27. ACCEPTANCE SECTIONS - NOT USED.

1.28. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (31 OCT 1989).

a. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled "Default (Fixed-Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
(12)	(9)	(5)	(4)	(3)	(3)	(3)	(1)	(2)	(2)	(4)	(10)

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the CONTRACT CLAUSE entitled "Default (Fixed-Price Construction)". (ER 415-1-15, Appendix A)

1.29 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991).

a. The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) Sixty (60) percent of the lump sum price upon completion of the Contractor's mobilization at the work site.

(2) The remaining forty (40) percent upon completion of demobilization.

b. The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1)

and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of--

- a. Actual mobilization costs at completion of mobilization;
- b. Actual demobilization costs at completion of demobilization; and
- c. The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph b (1) of this clause is not subject to appeal. (DFARS 252.236-7004)

1.30. STONE SOURCES - NOT USED.

1.31. FIELD OFFICE BUILDING.

a. The Contractor shall furnish and maintain a temporary building for the exclusive use of the Government inspectors during the life of the contract. The building shall conform to the following requirements:

Floor Space	Not less than 150 sq. ft.
Height of Ceiling	Not less than seven feet
Windows	Not less than four
Doors	At least one
Type of Floor	Wood or Concrete
Telephone	At least one
Active Telephone Lines	At least two

The building shall be of light but weatherproof construction. Windows shall be arranged to open and to be fastened from the inside. All door and window openings shall be provided with suitable screens. The door shall be equipped with a durable hasp and padlock. Interior surfaces of exterior walls and ceilings shall be covered with insulating board. An inside storage room of adequate size shall be provided. The Contractor shall furnish an adequate supply of approved drinking water, sufficient electrical outlets for office calculators and equipment, adequate toilet facilities, all electricity required and sufficient fixtures for adequate lighting, and during cold weather shall furnish adequate heat. The Contractor shall furnish local and long distance service for two phone lines. The building shall also be equipped with air conditioning during hot weather. The office shall be equipped with at least two chairs, one desk, a drawing table, and one two-drawer filing cabinet. The Contractor shall thoroughly clean the office at least weekly. The field office, its location and all facilities shall be subject to the approval of the Contracting Officer.

b. No separate payment will be made for furnishing and maintaining the field office. Such building will remain the property of the Contractor and shall be removed upon completion of the work as provided in the CONTRACT CLAUSE entitled "Operations and Storage Areas".

1.32. SUBMITTALS. Within 15 calendar days after receipt of notice to proceed, the Contractor shall complete and submit to the Contracting Officer, in duplicate, submittal register ENG Form 4288-R listing all submittals and dates. In addition to those items listed on ENG Form 4288-R, the Contractor shall furnish submittals for any deviation from the plans or specifications. The scheduled need dates must be recorded on the document for each item for control purposes. In preparing the document, adequate time (minimum of 30 days) will be allowed for review and approval and possible resubmittal. Scheduling shall be coordinated with the approved progress schedule. The Contractor's Quality Control representative shall review the listing at least every 30 days and take appropriate action to maintain an effective system. Two (2) copies of updated or corrected listing shall be submitted to the Contracting Officer at least every 60 days. Payment will not be made for any material or equipment which does not comply with contract requirements. An original and four (4) copies of all submittals shall be furnished the Contracting Officer. A completed submittal form, ENG Form 4025-R, shall accompany all submittals. Copies of ENG Form 4025-R and ENG Form 4288-R are included at the end of these Special Contract Requirements. (ER 415-1-10, Appendices A and B)

1.33. HAUL ROADS. Whenever practical, one-way haul roads shall be used on this contract. Haul roads built and maintained for this work shall comply with the following:

a. One-way haul roads for off-the-road equipment; e.g., belly dumps, scrapers, and off-the-road trucks shall have a minimum usable width of 25 feet. One-way haul roads for over-the-road haulage equipment only (e.g., dump trucks, etc.) may be reduced to a usable width of 15 feet. When the Contracting Officer determines that it is impractical to obtain the required width for one-way haul roads (e.g., a road on top of a levee), a usable width of not less than 10 feet may be approved by the Contracting Officer, provided a positive means of traffic control is implemented. Such positive means shall be signs, signals, and/or signalman, and an effective means of speed control.

b. Two-way haul roads for off-the-road haulage equipment shall have a usable width of 60 feet. Two-way haul roads for over-the-road haulage equipment only may be reduced to a usable width of 30 feet.

c. Haul roads shall be graded and otherwise maintained to keep the surface free from potholes, ruts, and similar conditions that could result in unsafe operation.

d. Grades and curves shall allow a minimum sight distance of 200 feet for one-way roads and 300 feet for two-way roads. Sight distance is defined as the centerline distance an equipment operator (4.5 feet above the road surface) can see an object 4.5 feet above the road surface. When conditions make it impractical to obtain the required sight distance (e.g., ramps over levees), a positive means of traffic control shall be implemented.

e. Dust abatement shall permit observation of objects on the roadway at a minimum distance of 300 feet.

f. Haul roads shall have the edges of the usable portion marked with posts at intervals of 50 feet on curves and 200 feet maximum elsewhere. Such markers shall extend six-feet above the road surface and for nighttime haulage be provided with reflectors in both directions.

1.34. TEMPORARY PROJECT FENCING. Temporary fencing shall be in accordance with Paragraph 04.A.04 of EM 385-1-1.

1.35. MAINTENANCE OF TRAFFIC. The road along the levee crown shall be kept open to traffic during the life of the contract. The Contractor shall erect and maintain such signs and barricades as the Contracting Officer deems appropriate for protection of the traveling public. No separate payment will be made for these provisions and all costs incurred by this clause shall be considered an incidental expense of the Contract.

1.36. COOPERATION WITH OTHERS - NOT USED.

1.37. HOURS OF WORK - NOT USED.

1.38. SUNDAY, HOLIDAY AND NIGHT WORK. Sunday and Holiday work will be at the option of the Contractor, but night work will not be permitted unless otherwise authorized by the Contracting Officer.

1.39. SECURITY REQUIREMENTS - NOT USED.

1.40. INSURANCE REQUIREMENTS FOR WORK ON GOVERNMENT PROPERTY - NOT USED.

1.41. STORAGE OF EQUIPMENT AND MATERIALS. Storage of the Contractor's equipment and materials shall be at those areas within the rights-of-way designated by the Contracting Officer.

1.42. WARRANTY OF CONSTRUCTION (MAR 1994).

a. In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph i. of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final

acceptance, this warranty shall continue for a period of one year from the date the Government takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

e. The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

h. In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

i. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

j. This warranty shall not limit the Government's rights under the Inspection and

Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud. (FAR 52.246-21)

1.43. UTILITY SERVICES.

a. The Contractor shall provide at the site for all work under this contract, the necessary utility services needed for completion of work under this contract.

b. Electricity. All electric current required by the Contractor shall be furnished at his own expense. All temporary connections for electricity shall be subject to the approval of the Contracting Officer. All temporary lines shall be furnished, installed, connected and maintained by the Contractor in a workman-like manner satisfactory to the Contracting Officer, and shall be removed by the Contractor in like manner at his expense prior to completion of the construction.

1.44. COMMERCIAL WARRANTY. NOT USED

1.45. PAYMENT FOR MATERIAL STORED OFFSITE – NOT USED.

1.46. WORK IN QUARANTINED AREA - NOT USED.

1.47 WORK ON OR ADJACENT TO RAILROAD PROPERTY - NOT USED.

1.48 INSURANCE REQUIREMENTS FOR WORK ON OR ADJACENT TO RAILROAD PROPERTY - NOT USED.

1.49 CONTROL OF WATER LEVELS - NOT USED.

1.50 FLOOD EMERGENCY.

a. In the event that a threat of flood is considered to exist or to be impending during work under this contract, the Contractor, if ordered, shall perform emergency operations as directed and an equitable adjustment in the contract price will be made in accordance with the CONTRCT CLAUSE entitled “Changes” on account of the additional work required.

b. Should the Contactor, after specific notification by the Contracting Officer that a flood emergency is considered to exist, or to be impending, fail to complete, without delay, the emergency operations as specified in 1.50a above, or should the flood emergency be of such nature that, in the opinion of the Contracting Officer, the Contractor is unable to complete the required emergency operations by the time it is needed, the Contracting Officer shall have the right to prescribe the location and the order of work by the Contractor for the duration of the flood emergency and to employ the necessary equipment and perform all or any part of such work or to cause all or any part of such work to be performed by others. No payment will be made to the Contractor for any work by the Contracting Officer or by others under the terms of this subparagraph or for added expense to the Contractor occasioned by construction difficulties

arising from operations of the Contracting Officer or others under the terms of this subparagraph.

c. The right is reserved by the Contracting Officer to suspend the Contractor's operations for such period or periods of time during threat of impending flood or flood emergency as may be necessary. Intervals during which work is suspended by order of the Contracting Officer under the provisions of this subparagraph will not be counted as part of the contract period.

1.51 PATENTS, PROPRIETARY RIGHTS. – NOT USED

1.52 PROTECTION OF MATERIALS AND WORK. The Contractor shall at all times protect and preserve all materials, supplies, and equipment of every description (including property which may be Government-furnished or owned) and all work performed. All reasonable requests of the Contracting Officer to enclose or specially protect such property shall be complied with without delay. If, as determined by the Contracting Officer, material, equipment, supplies, and work performed are not adequately protected by the Contractor, such property may be protected by the Government and the cost thereof may be charged to the Contractor or deducted from any payments due to him.

1.53 EXISTING FLOOD PROTECTION. The Contractor shall conduct the construction of all work under this contract in such manner that existing flood protection within the limits of the existing embankments is maintained at all times. The embankments shall not be disturbed except as necessary to perform the work. When the work under this contract is completed, flood protection within such areas shall be at least equal to that existing before start of construction.

1.54. FINAL ACCEPTANCE – NOT USED.

1.55. OBSTRUCTION OF NAVIGABLE WATERWAYS - NOT USED.

1.56. DREDGE SIZE - NOT USED.

1.57. SIGNAL LIGHTS - NOT USED.

1.58. INSPECTION. All work to be performed under this contract shall conform to the requirements of these specifications and shall be approved by the Contracting Officer. The presence or absence of Government personnel shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with these specifications.

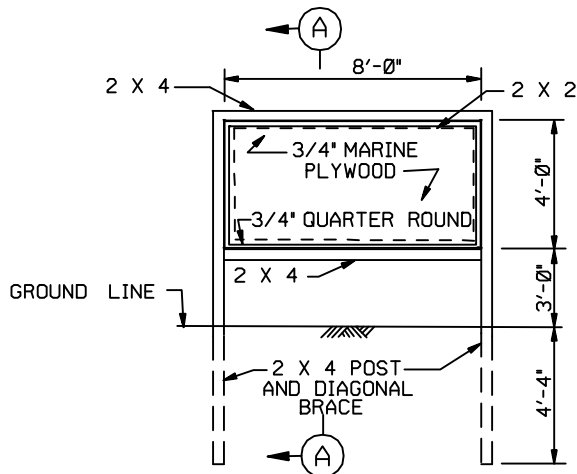
1.59. DESIGNATED BILLING OFFICE. The designated billing office for this contract shall be Caruthersville Area Office, 706 Truman, Caruthersville, Missouri 63830.

1.60 YEAR 2000 COMPLIANCE – NOT USED.

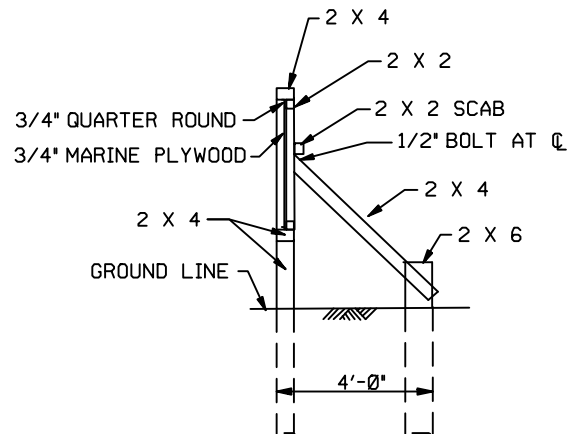
--End of Section--



ELEVATION



ELEVATION



SECTION A-A

NOTES:

1. CONTRACTOR SHALL CONSTRUCT AND MAINTAIN A DURABLE SIGN AS SHOWN.
2. WOOD IN CONTACT WITH GROUND SHALL BE TREATED LUMBER.
3. ALL EXPOSED SURFACES SHALL BE WHITE HOUSE PAINT.
4. LETTERING SHALL BE BLACK.
5. ENGINEER CASTLE DECAL FURNISHED BY GOVERNMENT.
6. 22 GA. SHEET METAL MAY BE USED IN LIEU OF PLYWOOD.



**US Army Corps
of Engineers**

Memphis District

ENGINEER CASTLE DETAIL

SCALE: NONE

MARCH 1995

U.S. ARMY ENGINEER DISTRICT, MEMPHIS
CORPS OF ENGINEERS
MEMPHIS, TENNESSEE

SAFETY SIGN

(Read instructions on the reverse side prior to initiating this form)

TRANSMITTAL NO.

(This section will be initiated by the contractor)

CHECK ONE:

TRANSMITTAL

CHECK ONE: THIS TRANSMITTAL IS
FOR ☒ FIO ☐ GOV'T. APPROVAL

[illegible]

NAME AND SIGNATURE OF CONTRACTOR

DATE _____

INSTRUCTIONS

- 1. Section I will be initiated by the Contractor in the required number of copies.
- 2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
- 3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
- 4. Submittals requiring expeditious handling will be submitted on a separate form.
- 5. Separate transmittal form will be used for submittals under separate sections of the specifications.
- 6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
- 7. Form is self-transmittal, letter of transmittal is not required.
- 8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
- 9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- | | | | | | |
|---|----|--|----|----|---|
| A | -- | Approved as submitted. | E | -- | Disapproved (See attached). |
| B | -- | Approved, except as noted on drawings. | F | -- | Receipt acknowledged. |
| C | -- | Approved, except as noted on drawings.
Refer to attached sheet resubmission required. | FX | -- | Receipt acknowledged, does not comply
as noted with contract requirements. |
| D | -- | Will be returned by separate correspondence. | G | -- | Other (<i>Specify</i>) |
- 10. Approval of items does not relieve the contractor from complying with all the requirements of the contact plans and specifications.

(ER 415-1-10)

CONTRACT NO.

TITLE AND LOCATION

CONTRACTOR

SPECIFICATION SECTION

[illegible]

**CAIRO-MOUND CITY, IL PARCEL 4
SEEPAGE CONTROL PROJECT
ALEXANDER COUNTY, ILLINOIS
STORM WATER POLLUTION PREVENTION PLAN
FOR STORM WATER GENERAL PERMIT
U.S. ARMY CORPS OF ENGINEERS, MEMPHIS DISTRICT**

1.0 LOCATION AND NATURE OF ACTIVITY

This seepage control project is located in Alexander County, Illinois beginning at Levee Station 4/50+00 on the Main Line Levee and proceeding to Levee Station 6/17+00. Work on this project shall consist of removing all vegetative material and excavation of a 35-foot wide working platform area along the proposed centerline of the slurry trench. The slurry trench is to be excavated from this platform consisting of a 3-foot wide by 90-foot deep excavation. The excavated material is to be mixed with bentonite and placed back in the excavated trench to form a permanent seepage cutoff wall. The disturbed areas during construction will be fertilized and seeded upon completion of the seepage cutoff wall (slurry trench). A set of construction drawings showing the project location and the details of the construction activities will be located on the construction site at all times.

2.0 AREA AFFECTED

The total area within the right-of-way limits of the proposed project site is approximately 61 acres. Of the total area at the site, approximately 23 acres will be impacted by construction and may be disturbed during construction.

3.0 CONTROL OF POLLUTANTS DURING CONSTRUCTION

3.1 NON-STRUCTURAL MEASURES

3.1.1 General

Prior to the beginning of any construction, the Contracting Officer will identify all land resources to be preserved within the Contractor's work area. The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms outside the construction limits without special permission. The Contractor shall provide effective protection for land, water and vegetation resources at all times. The Contractor shall construct or install temporary and/or permanent erosion and sedimentation control features as indicated herein to minimize pollutants entering the Ohio River, other water bodies or wetlands.

3.1.2 Protection of Landscape

Trees, shrubs, vines, grasses, landforms and other landscape features indicated and defined on the contract drawings or as directed by the Contracting Officer to be preserved shall be clearly identified by marking, fencing, wrapping with boards, or other approved techniques.

3.1.3 Reduction of Exposure of Unprotected Erodible Soils

All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Vegetative ground cover shall not be destroyed, removed or disturbed more than 20 calendar days prior to grading or earth moving. Clearing shall progress in reasonably sized increments as needed to use the areas developed. To the extent feasible, material embankments, side slopes, back slopes, berms and any other exposed surfaces shall be stabilized by temporary seeding, mulching, fabric mats or other approved stabilization methods, as soon as possible after material placement, or within 14 days on areas that will remain unfinished more than 21 calendar days. Should construction be halted, for any reason, temporarily or permanently, for more than 21 days, in any portion of the site, temporary or permanent turfing measures, or other approved temporary stabilization of exposed areas, such as mulching, shall be accomplished within 14 days after construction is halted.

3.2 STRUCTURAL MEASURES

3.2.1 General

Temporary erosion and sediment control measures such as silt fences, check dams, and sedimentation basins shall be constructed and maintained until permanent drainage and erosion control facilities are complete and operative. Placement of perimeter controls shall commence with initiation of construction and shall remain in effect during the remainder of construction until final stabilization of those portions of the site upward of the perimeter control. Temporary erosion controls shall be maintained until final stabilization of exposed areas, after which they shall be removed. All structural devices shall be constructed in accordance with Temporary Erosion Control Devices Standard Drawing.

3.2.2 Silt Fences

If used, silt fences shall be constructed in those locations where storm water may flow from the construction site; all necessary efforts shall be employed to minimize the entry of excavated material into the Ohio River, other water bodies or wetlands.

3.2.3 Check Dams

Check dams shall be constructed across inlet ditches, drains and swales using baled straw or equivalent devices to minimize sediment entry into the Ohio River, other water bodies, or wetlands. Check dams shall be inspected for sediment accumulation after each significant rainfall and sediment removed when it reaches one-half the height of the barrier. Sediment removal shall include removal and disposition in a location where it will not erode into construction areas, watercourses or wetlands.

3.2.4 Sediment Basins

Sediment from construction areas with 10 or more disturbed acres at one time shall be trapped in temporary or permanent sediment basins. After each storm, the basins shall be allowed to settle for 24 to 48 hours after which the basins shall be pumped dry. In order to maintain basin effectiveness, accumulated sediment shall be removed when the depth of sediment reaches one-third

of the depth of structure in any part of the pool. Overflow shall be controlled by paved weir, by vertical overflow pipe draining from the surface, or by a spillway protected by baled straw filter barriers in the spillway and at the outlet toe of the spillway. The collected topsoil sediment shall be reused for fill on the construction site, and/or conserved for use at another site(s). If used, the basins shall provide at least 3,600 cubic feet of storage for each acre drained. Where such basins are not used, other equivalent sediment control measures are required.

3.2.5 Other Measures

Other temporary erosion and sediment control measures such as berms, dikes, swales, and drains may be used with, or in lieu of, the above-mentioned measures provided they are consistent with Best Management Practices (BMPs). They shall be maintained until permanent drainage and erosion control facilities are complete and operative. Earthen erosion control features shall be compacted and stabilized immediately with vegetation as specified in paragraphs 4.1.3 and 4.1.4.

3.2.6 Velocity Dissipation Devices

Should drains or swales be used, they shall be constructed with velocity dissipation devices (check dams) to reduce the need for more stringent erosion control practices in the swale or drain. These devices shall be removed after the erosive areas have been stabilized.

4.0 CONTROL OF POLLUTANTS AFTER CONSTRUCTION

4.1 ESTABLISHMENT OF TURF

4.1.1 General

Turf shall be established as a permanent erosion control measure on the areas receiving fill and any other areas, which are disturbed during construction. All material embankments, all berm areas, and any other disturbed areas shall be turfed. Turf shall be established in accordance with the Contract Specifications.

4.1.2 Fertilizer

Fertilizer shall be distributed uniformly over the areas to be seeded at a rate which will supply not less than 40 pounds of available nitrogen, 40 pounds of available phosphorous, and 40 pounds of potash per acre.

4.1.3 Seeding

Seed sown for permanent turfing shall be sown as specified in the technical specifications. Temporary seeding shall consist of grasses appropriate for the season when they are sown. A satisfactory method of sowing shall be employed, using approved mechanical power-drawn seeders, mechanical hand-seeders, broadcast-seeders, or other approved methods. When conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed by the Contracting Officer. Such work may resume only when conditions are favorable or when approved alternative or corrective measures and procedures have been identified and approved by the Contracting Officer. If inspection either during

seeding operations or after there is a show of green indicates that areas have been left unplanted, additional seed shall be sown.

4.1.4 Mulching

If used, mulch shall be materials that do not contain noxious grass or weed seed that might be detrimental to the turfing being established or to adjacent farmland. Mulch shall be spread uniformly in a continuous blanket, using two tons per acre of straw mulch or 1,200 pounds per acre of wood cellulose fiber mulch.

4.2 STATE AND LOCAL CONTROLS

There are no known State or local erosion and sediment control requirements applicable to this work other than those met by the requirements of this permit. In the event that there are State or local erosion and sediment control requirements, it shall be the responsibility of the Contractor to identify and comply with all applicable requirements.

5.0 RUNOFF COEFFICIENT, IMPERVIOUS AREAS, SOILS

The runoff coefficient immediately after construction is estimated to range between 0.10 and 0.30. Once the material embankment and other disturbed areas have been re-vegetated, the runoff coefficient should remain in approximately the same range with no increase in impervious areas. Soils in the area consist of silt and silty sands with seams of fat and lean clays underlain by sand. For further information regarding soil borings contact the Memphis District Office of the U.S. Army Corps of Engineers or refer to the contract drawings.

6.0 RECEIVING WATER

The closest water body is the Ohio River.

7.0 INSPECTIONS

7.1 General

Quality assurance representatives shall inspect disturbed areas of the construction site and areas used for storage of materials that are exposed to precipitation that have not been finally stabilized, structural control measures and locations where vehicles enter or exit the site every seven calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater. Where sites have been stabilized, inspections shall be conducted at least once every month.

7.2 Disturbed Areas and Areas Used for Material Storage

Disturbed areas and areas used for material storage that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure correct operation. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impact to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of offsite sediment tracking.

7.3 Modification of Pollution Plan

Based on the results of the inspection in paragraph 7.2, the site description identified in paragraphs 1 and 2 of this plan shall be revised as appropriate, but in no case more than seven calendar days following the inspection. Such modification shall provide for timely implementation of any changes to the plan within seven calendar days following the inspection.

7.4 Reports

A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the Storm Water Pollution Prevention Plan (SWPPP), and actions taken shall be recorded and retained by the Contracting Officer as part of the SWPPP for at least three years from the date the site is finally stabilized.

8.0 OTHER CONSIDERATIONS

8.1 Location of Construction in Regard to Waters Classified in 10 CSR 20-7.013

Construction is not within 1,000 feet of waters classified in 10 CSR 20-7.013, Water Quality Standards, as:

- a. Public drinking water supply lakes
- b. Outstanding National Resource Waters
- c. Outstanding State Resource Waters
- d. Streams designated for cold water sport fishery
- e. A lake in EPA's Clean Lakes Program

8.2 Proximity of Site to Major Reservoirs

Construction is not within 100 feet of waters classified as major reservoirs.

9.0 DEFINITIONS

9.1 Best Management Practices (BMPs)

Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the State. BMPs also include treatment requirements, operation procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

9.2 Commencement of Construction

The initial disturbance of soils associated with borrow material excavation, or other construction activities.

9.3 Drainage Swale

A drainage way with a lining of grass, riprap, asphalt, concrete, or other material installed to convey runoff without causing erosion.

9.4 Check Dam

Small temporary dams constructed across a swale or drainage ditch to reduce the velocity of runoff flows.

9.5 Final Stabilization

All soil-disturbing activities at the site have been completed, and a uniform perennial vegetative cover with a density of 85 percent of the cover for the area has been established or equivalent stabilization measures (such as the use of mulches or geo-textiles) have been employed.

I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

Phone No.

Date Signed _____

Phone No.

Date Signed _____

Phone No.

Date Signed _____

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SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 LUMP SUM PAYMENT ITEMS

1.1.1 General

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor Quality Control, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.1.2 Lump Sum Items

(1) "Mobilization and Demobilization"

a. Payment will be made for costs associated with operations necessary for mobilization and demobilization as specified in SECTION 00800, paragraph 1.29.

b. Unit of measure, lump sum: LS.

(2) "Clearing & Grubbing"

a. Payment

Payment for clearing and grubbing, measured as prescribed hereinabove, will be made at the contract lump sum price for "Clearing and Grubbing", which price and payment shall constitute full compensation for furnishing all plant, labor, materials and equipment and performing all operations necessary for clearing and grubbing of the areas specified herein or as indicated on the drawings; for removing and disposing of all cleared materials, and for filling holes resulting from clearing and grubbing operations, all as specified in SECTION 02110.

b. Unit of measure, lump sum: LS.

(3) "Mowing of the Grass"

a. Payment

Payment for mowing of the grass through the contract period including the non work period of 1 December through 1 June for the duration of the contract, will be made at the contract lump sum price for "Mowing of the Grass", which price and payment shall constitute full compensation for furnishing all plant, labor, materials and equipment and performing all operations necessary for mowing of the grass within the ROW limits as specified herein and as shown on the drawings; for maintaining the grass as specified in Section 00800, paragraph 1.11.

b. Unit of Measure, lump sum: LS

(4) "Aggregate Resurfacing"

Payment for resurfacing of the mainline levee gravel road including the access road for Cottonwood Slough Pumping Station, measured as prescribed hereinabove, will be made at the contract lump sum price for "Aggregate Resurfacing", which price and payment shall constitute full compensation for furnishing all plant, labor, materials and equipment and performing all operations necessary for resurfacing the gravel road specified herein or as indicated on the drawings; all as specified in Section 02546.

a. Unit of measure, lump sum: LS

(5) "Guaranteed Growth Turf"

a. Payment

Payment for fertilizing and seeding, measured as prescribed hereinabove, will be made at the contract lump sum price for "Guaranteed Growth Turf," which price and payment shall constitute full compensation for testing the soil and preparation of ground surfaces as specified in Paragraph 3.2 of Section 02936, furnishing and distributing fertilizer and seed; and performing all operations incidental thereto; all as specified in Section 02936. The Government will require a 30 percent retained percentage of money from the lump sum bid until final acceptance of the guaranteed growth turf.

b. Unit of Measurement, lump sum: LS

(6) "Environmental Protection"

a. Payment will be made for costs associated with operations necessary for

"Environmental Protection" as specified in Section 01130 and in the Storm Water Pollution Prevention Plan (SWPPP).

- b. Unit of measure, lump sum: LS.

1.2 UNIT PRICE PAYMENT ITEMS

1.2.1 General

Payment items for the work of this contract on which the contract progress payments shall be based are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

1.2.2 Unit Price Items

(1) "Piezometer Installation"

- a. Payment

Payment for installation of the three new piezometers required for this contract will be made at the contract unit price for each piezometer installed as indicated under "Piezometer Installation", which price and payment shall constitute full compensation for furnishing all plant, labor, materials, and equipment and performing all operations necessary for the proper installation and testing of the piezometers as specified in Section 02300, paragraph 3.7.

- b. Unit of measure, each piezometer: EA

(2) "Excavation and Backfill"

- a. Measurement

Unless otherwise specified, all excavation specified in Section 02220 will be measured for payment by the cubic yard, and quantities will be determined by the prismoidal methods. The basis for the measurement will be cross sections of the area to be excavated taken after clearing and grubbing operations and the theoretical gross sections from the grades, side slopes, crown width, and other dimensions shown on the drawings.

- b. Payment

Unless otherwise specified, payment for excavation and for semicompacted fill placed as required by Section 02220, measured as specified above, will be included in the contract unit price per cubic yard for "Excavation and Backfill", which price and payment shall constitute full compensation for furnishing all plant, labor, equipment, and material, and performing all operations incidental to the excavation, stockpiling of said material, and reconstruction of the levee to its original configuration.

c. Measurement of Waste Materials

Materials ordered wasted by the Contracting Officer will be measured for payment by the cubic yard, and quantities will be determined by the prismoidal methods. The basis of measurement will be a survey of the area prior to the excavation and a second survey of the same area after completion of the excavation.

d. Payment for Waste Materials

Payment for waste materials ordered wasted will be made by an equitable adjustment under the CONTRACT CLAUSE entitled "Changes."

e. Unit of measure, cubic yard: CY.

(4) "Soil-Bentonite Slurry Trench Cut-Off Wall"

a. Measurement

The soil-bentonite slurry trench cut-off wall will be measured for payment by the area in square feet of excavated slurry trench, measured on a vertical plane through the centerline of the slurry trench within the station limits where soil-bentonite slurry cut-off wall is required, as so indicated on the drawings. The vertical distance shall be the distance between the applicable elevation of the top of the slurry trench as indicated on the drawings and the elevation of the bottom of the trench as excavated. The measurements will be based on surveys and soundings taken at the site in accordance with Section 00800, 1.10.

b. Payment

Payment for the soil-bentonite slurry trench cut-off wall, measured as specified above, will be made at the contract unit price per square foot for "Soil-Bentonite Slurry Trench Cut-Off Wall (for depths to 60 feet)," and for "Soil-Bentonite Slurry Trench Cut-Off Wall (for depths greater than 60 feet)," which price and payment shall constitute full compensation for construction of the soil-bentonite slurry trench cut-off wall below the top elevation of the slurry trench as indicated on the drawings. Payment for readings of the four piezometers of this project as specified in Section 02300, paragraph 3.7, will be considered an incidental expense of these Bid Items.

c. Unit of measure, square foot: SF

PART 2 PRODUCTS (Not Used)

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SECTION 01130

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SECTION 01130

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 DEFINITIONS

For the purpose of this specification, environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual aesthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

1.2 ENVIRONMENTAL PROTECTION REQUIREMENTS

Provide and maintain, during the life of the contract, environmental protection. Plan for and provide environmental protective measures to control pollution that develops during normal construction practice. Plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project. Comply with Federal, State, and Local regulations pertaining to the environment, including but not limited to water, air, and noise pollution.

1.2.1 Environmental Protection Plan

Within 15 days after receipt of Notice of Award of the contract, the Contractor shall submit, in writing, an Environmental Protection Plan. Prior to starting work, the Contractor shall meet with representatives of the Contracting Officer to develop mutual understanding relative to compliance with this provision and administration of the environmental protection program. Approval of the Contractor's plan will not relieve the Contractor of his/her responsibility for adequate and continuing control of pollutants and other environmental protection measures. The Government reserves the right to make changes in his/her environmental protection plan and operations as necessary to maintain satisfactory environmental protection performance. The Environmental Protection Plan shall include but not be limited to the following:

1.2.1.1 Protection of Features

The Contractor shall determine methods for the protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archaeological and cultural resources.

1.2.1.2 Procedures

The Contractor shall implement procedures to provide the required environmental protection and to comply with the applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the Environmental Protection Plan.

1.2.1.3 Permit or License

The Contractor shall obtain all needed permits or licenses.

1.2.1.4 Drawings

The Contractor shall include drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, stockpiles of earth materials, and disposal areas for excess earth material and unsatisfactory earth materials.

1.2.1.5 Environmental Monitoring Plans

The Contractor shall include environmental monitoring plans for the jobsite which incorporate land, water, air and noise monitoring.

1.2.1.6 Traffic Control Plan

The Contractor shall include a traffic control plan for the jobsite.

1.2.1.7 Surface and Ground Water

The Contractor shall establish methods of protecting surface and ground water during construction activities.

1.2.1.8 Work Area Plan

The Contractor shall include a work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan shall include measures for marking the limits of use areas.

1.3 SUBCONTRACTORS

Assurance of compliance with this section by subcontractors will be the responsibility of the Contractor.

1.4 REGULATORY REQUIREMENTS

The Contractor shall comply with all State regulatory and statutory requirements.

1.4.1 Permits

This section supplements the Contractor's responsibility under the contract clause PERMITS AND RESPONSIBILITIES to the extent that the Government has already obtained some environmental permits. The Government has obtained permits for erosion control (SWPPP) and water quality certification for deposition into wetlands (Section 404). The Contractor shall comply with the terms and conditions of these permits. These conditions have been incorporated into these specifications. The Contractor shall obtain all other needed permits or licenses.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his/her activities to areas defined by the contract drawings or specifications. Environmental protection shall be as stated in the following subparagraphs.

3.1.1 Protection of Land Resources

Prior to the beginning of any construction, the Contracting Officer will identify all land resources to be preserved within the Contractor's work area. The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without special permission from the Contracting Officer. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

3.1.1.1 Work Area Limits

Prior to any construction, the Contractor shall mark the areas where no work is to be performed under this contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence and during all construction operations. Where construction operations are to be conducted during darkness, the markers shall be visible during darkness. This contract, however, does not allow nighttime work. The Contractor shall convey to his/her personnel the purpose of marking and/or protection of all necessary objects.

3.1.1.2 Protection of Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features to be preserved, indicated and defined on the drawings submitted by the Contractor as a part of the Environmental Protection Plan, shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

3.1.1.3 Reduction of Exposure of Unprotected Erodible Soils

Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries and waste material areas; these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas as approved by the Contracting Officer.

3.1.1.4 Temporary Protection of Disturbed Areas

Such methods as necessary shall be utilized to effectively prevent erosion and control sedimentation, including but not limited to the following:

Retardation and Control of Runoff

Runoff from the construction site shall be controlled by construction of diversion ditches, benches, and berms to retard and divert runoff to protected drainage courses, and the Contractor shall also utilize any measures required by area-wide plans approved under Paragraph 208 of the Clean Water Act.

3.1.1.5 Erosion and Sedimentation Control Devices

The Contractor shall construct or install all temporary and permanent erosion

sedimentation control features. Temporary erosion and sediment control measures such as berms, dikes, drains, sedimentation basin, grassing and mulching shall be maintained until permanent drainage and erosion control facilities are completed and operable.

3.1.1.6 Location of Contractor Facilities

The Contractor's field offices, staging areas, stockpiles, storage, and temporary buildings shall be placed in areas approved by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only on approval by the Contracting Officer.

3.1.1.7 Borrow Areas Provided by the Government

Borrow areas provided by the Government shall be managed to minimize erosion and to prevent sediment from entering nearby water courses or lakes.

3.1.1.8 Disposal Areas

There are no disposal areas designated for this contract. All debris shall either be removed from the site of the work, or shall be disposed of by burning. See SECTION 02110 with regard to the disposal of cleared debris. Compliance with all Federal, State, and Local laws and ordinances is compulsory.

3.1.1.9 Temporary Excavation and Embankments

Temporary excavation and embankments shall be controlled to protect adjacent areas from contamination.

3.1.1.10 Disposal of Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers, which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination. The Contractor shall transport all solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal.

3.1.1.11 Disposal of Chemical Wastes

Chemical wastes shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State, and Local

regulations.

3.1.1.12 Disposal of Discarded Materials

Discarded materials, other than those that can be included in the solid waste category, shall be handled as directed by the Contracting Officer.

3.2 HISTORICAL, ARCHAEOLOGICAL AND CULTURAL RESOURCES

Existing historical, archaeological and cultural resources within the Contractor's work area will be so designated by the Contracting Officer and precautions shall be taken by the Contractor to preserve all such resources, as they existed at the time they were pointed-out to the Contractor. The Contractor shall install all protection for these resources so designated on the contract drawings and shall be responsible for their preservation during this contract. If during construction items of apparent archaeological or historical interest are discovered, they shall be left undisturbed and the Contractor shall report the find immediately to the Contracting Officer.

3.3 PROTECTION OF WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters. Special management techniques as set out below shall be implemented to control water pollution by the listed construction activities, which are included in this contract.

3.3.1 Cofferdam and Diversion Operations

The Contractor shall plan his/her operations and perform all work necessary to minimize adverse impact or violation of the water quality standard. Construction operations for dewatering, removal of cofferdams, tailrace excavation, and tunnel closure shall be controlled at all times to limit impact of water turbidity on the habitat for wildlife and impacts on water quality for downstream use.

3.3.2 Stream Crossings

Stream crossings shall be controlled during construction. Crossings shall not violate water pollution control standards of the Federal, State or Local government.

3.3.3 Monitoring of Water Areas Affected by Construction Activities

Monitoring of water areas affected by construction activities shall be the responsibility of the Contractor. The Contractor shall monitor all water areas affected by construction activities.

3.4 PROTECTION OF FISH AND WILDLIFE RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish and wildlife. The Contractor, prior to beginning of construction operations, shall list species that require specific attention on his/her Environmental Protection Plan, along with measures for their protection.

3.5 PROTECTION OF AIR RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the laws of the State or States in which the work is being performed and all Federal emission and performance laws and standards. Special management techniques as set out below shall be implemented to control air pollution by the construction activities, which are included in the contract. In the event that air pollution occurs due to the Contractors actions, the Contractor shall take all necessary steps to rectify the situation to the satisfaction of the Contracting Officer.

3.5.1 Particulates

Dust particles, aerosols, gaseous by-products from all construction activities, processing and preparation of materials, such as from asphaltic batch plants, shall be controlled at all times, including weekends, holidays and hours when work is not in progress. The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, areas of excess excavated material disposal areas, borrow areas, and all other work areas within or outside the project boundaries free from particulates which would cause the air pollution standards mentioned in the paragraph "PROTECTION OF AIR RESOURCES" to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated at such intervals as to keep the disturbed area damp at all times. The Contractor must have sufficient equipment available to accomplish this task. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs.

3.5.2 Hydrocarbons and Carbon Monoxide

Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal, State, and/or Local allowable limits at all times.

3.5.3 Odors

Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

3.5.4 Monitoring Air Quality

Monitoring of air quality shall be the responsibility of the Contractor. The Contractor shall monitor all air areas affected by the construction activities.

3.6 INSPECTION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the Contractor's Environmental Protection Plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective actions and take such actions as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective actions have been taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

3.7 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all area(s) used for construction.

3.8 RESTORATION OF LANDSCAPE DAMAGE

The Contractor shall restore all landscape features damaged or destroyed during construction operations both inside and outside of the limits of the approved work areas. Such restoration shall be in accordance with the plans submitted for approval by the Contracting Officer.

3.9 MAINTENANCE OF POLLUTION FACILITIES

The Contractor shall maintain all constructed facilities and temporary pollution control devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

3.10 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL

The Contractor shall train his/her personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities (vegetative covers and instruments required for monitoring purposes) to insure adequate and continuous environmental pollution control.

3.11 REPORTING OF POLLUTION SPILLS

In the event that an oil spill or chemical release occurs during the performance of this contract, the Contractor is required to contact the National Response Center via telephone as soon as

possible. In the event the National Response Center cannot be contacted via the indicated telephone number then the Contractor is required to contact the Illinois Emergency Management Agency via telephone, (33 CFR 153.203). See the following phone number listing. The Contractor shall comply with any instructions from the responding agency concerning containment and/or cleanup of spills.

National Response Center: 1-800-424-8802

Illinois Emergency Management Agency: In State calls via 1-800-782-7860
Out of State calls via 217-782-7860

-- End of Section --

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01330

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SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUBMITTAL CLASSIFICATION

Submittals are identified with submittal description (SD) numbers and are classified as follows:

1.1.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.1.2 For Information Only (FIO)

All submittals not requiring Government approval will be for information only. These items are tagged FIO in the submittal register. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.2 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory.

Approval will not relieve the Contractor of the responsibility for any error, which may exist, as the Contractor under the CQC requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work.

After submittals have been approved by the Contracting Officer, no re-submittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.3 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal.

If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.4 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

Prior to submittal, all items {GA and FIO} shall be checked and approved by the Contractor's Quality Control (CQC) representative and each item shall be stamped, signed, and dated by the CQC representative indicating action taken.

Proposed deviations from the contract requirements shall be clearly identified.

Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals.

Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby.

Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

3.2 SUBMITTAL REGISTER (ENG FORM 4288-R)

At the end of this section is one set of ENG Form 4288-R listing items of equipment and materials for which submittals are required by the specifications; this list may not be all-inclusive and

additional submittals may be required. Columns "d" through "r" have been completed by the Government and the Contractor shall complete columns "a" and "s" through "u" and submit the forms (hard copy) to the Contracting Officer for approval within 30 calendar days after Notice to Proceed.

The Contractor shall keep the Register up-to-date and shall submit it to the Government together with the monthly payment request. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated.

3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently.

All submittals for all interior finishes (wall, floor, ceiling), all base, casework, toilet partitions, window treatments and all other similar items requiring coordinated color selection shall be submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled.

The contractor shall allow 30 calendar days, exclusive of mailing time, and this period shown on the submittal register and NAS schedule for submittals requiring Government review and approval.

No delay damages or time extensions will be allowed for time lost in late submittals or resubmittals.

An additional 10 calendar days shall be allowed and shown on the register and NAS schedule for the review and approval of submittals for food service equipment and refrigeration and HVAC control systems.

3.4 TRANSMITTAL FORM (ENG FORM 4025-R)

The sample transmittal form (ENG Form 4025-R) attached to this section shall be used for submitting both Government approved and for information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted.

Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

3.5.1 Procedures

The Contractor shall be responsible for the scheduling and control of all submittals.

The Contractor is responsible for confirming that the submittal register includes all submittals required by the contract documents.

In addition to those items listed on ENG Form 4288-R, the Contractor will furnish submittals for any deviation from the plans or specifications. The scheduled need dates must be recorded on the document for each item for control purposes and critical items must be tied to the contractor's approved schedule where applicable.

The Contractor will submit to the Contracting Officer for approval five (5) copies of all FIO level submittals. This number of copies of submittals specified in this portion of the contract shall be as specified in lieu of the number as specified by FAR 52.236-21.

For those contracts requiring project schedule--Network Analysis System (NAS), the Contractor will schedule on the NAS, critical or key items of material or equipment which the procurement activities will, or have the potential to, significantly impact project critical path and completion. The list of key or critical items of material or equipment shall be submittal approved by the Contracting Officer. See attachment to Section 0800 for NAS scheduling requirements.

Where ENG Form 4025 must be submitted prior to approval of the Construction Progress Schedule, the Contractor shall submit an initial annotated ENG Form 4288-R upon which dates for submittal, approval and delivery of procurement items shall be included for the first 60 days of the work.

Upon approval of the Construction Progress Schedule, or no later than 60 days after Notice to Proceed, the Contractor shall submit final annotated copies of ENG Form 4288-R Submittal Register. Dates shall be coordinated with the approved Construction Progress Schedule to logically interface with the sequence of construction. Critical item numbers will be shown on the listing if NAS is required.

Furnishing the schedule shall not be interpreted as relieving the Contractor of his obligation to comply with all the specification requirements for the items on the schedule.

Contractor's Quality Control representative shall review the listing at least every 30 days and take appropriate action to maintain an effective system.

The Contractor shall furnish a list each 30 days of all submittals on which either Government's or Contractor's action is past due. This monthly list of delayed items shall also be annotated by the Contractor to show what corrective action he is taking with regard to slippages in submittal schedule that are attributable to actions by him, his subcontractors, or suppliers.

The Contractor shall provide updated submittal register data, electronically or on floppy disk, to the contracting Officer, monthly, indicating the current status and codes of all submittals in order

update the master submittal register maintained by the Contracting Officer and to assure that the contractor's schedule is being maintained.

He shall also furnish revised due dates in those cases when the original submittal schedule is no longer realistic.

The Contractor shall certify that each submittal is correct and in strict conformance with the contract drawings and specifications. All submittals not subject to the approval of the Contracting Officer will be submitted for Information purposes only, (FIO).

No Corps of Engineers action will be required for FIO submittals prior to incorporating these items into the work, but the submittal shall be furnished to the Area/Resident Engineer not less than 2 weeks prior to procurement of Contractor certified material, equipment, etc.

These Contractor approved submittals (FIO), will be used to verify that material received and used in the job is the same as that described and approved and will be used as record copies.

All samples of materials submitted as required by these specifications shall be properly identified and labeled for ready identification, and upon being certified by the Contractor and reviewed by the Contracting Officer, shall be stored at the site of the work for job site use until all work has been completed and accepted by the Contracting Officer.

Delegation of this approval authority to Contractor Quality Control does not relieve the Contractor from the obligation to conform to any contract requirement and will not prevent the Contracting Officer from requiring removal and replacement of construction not in contract conformance; nor does it relieve the Contractor from the requirement to furnish "samples" for testing by the Government Laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

Contractor certified drawings will be subject to quality assurance review by the Government at any time during the duration of the contract.

No adjustment for time or money will be allowed for corrections required as a result of noncompliance with plans and specifications.

Submittals Requiring Government Approval (G/AE Level or G/RE Level). Where the review authority is designated to the Government, the Contractor is required to sign the certification on ENG Form 4025-R in the box beside the remarks block in Section I. The Government will code the items in block h and sign the approval action block in Section II as the approving authority.

Operating and Maintenance Instructions. Six (6) complete sets of instructions containing the manufacturer's operating and maintenance instructions for each piece of equipment shall be furnished. Each set shall be permanently bound and shall have a hard cover.

One (1) complete set shall be furnished at the time test procedures are submitted.

Remaining sets shall be furnished to the Contracting Officer on the date of final/acceptance inspection of the project. The following identification shall be inscribed on the covers: The words "OPERATING AND MAINTENANCE INSTRUCTIONS," name and location of the facility, name of the Contractor, and contract number. Flysheets shall be placed before instructions covering each subject. Instruction sheets shall be approximately 8-1/2 by 11 inches, with large sheets of drawings folded in. Instructions shall include but are not limited to:

- (1) System layout showing piping, valves and controls;
- (2) Approved wiring and control diagrams;
- (3) A control sequence describing startup, operation and shutdown;
- (4) Operating and maintenance instructions for each piece of equipment, including lubrication instructions and troubleshooting guide; and
- (5) Manufacturer's bulletins, cuts and descriptive data; parts lists and recommended parts.

3.5.2 Deviations

For submittals, which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025-R shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal.

The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

The contractor is not authorized to take action on an approved deviation until the deviation is included in a final contract modification.

3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated.

Three (3) copies of the GA submittals will be retained by the Contracting Officer and two (2) copies of the submittal will be returned to the Contractor-within the time specified-with action code.

Submittals requiring re-submittal to the Government are due immediately upon receipt by the contractor to avoid contractor delay to the project.

3.8 INFORMATION ONLY SUBMITTALS

Three (3) copies of the submittal will be retained by the Contracting Officer and two (2) copies returned to the contractor.

Not all FIO submittals will be reviewed by the Government. This Government review will be a quality assurance review only of a sample of the entire number of submittals. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

FIO submittals noted for re-submittal to the Government for clarification or additional data are due immediately upon receipt by the contractor.

3.9 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR

(Firm Name)

_____ Approved

_____ Approved with corrections as noted on submittal data and/or attached sheets(s).

SIGNATURE: _____

TITLE: _____

DATE: _____

--End of Section--

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES OR MANUFACTURE'S CERTIFICATES OF COMPLIANCE (Read instructions on the reverse side prior to initiating this form)				DATE		TRANSMITTAL NO.		
SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS (This section will be initiated by the contractor)								
TO:		FROM		CONTRACT NO.		CHECK ONE: [] THIS IS A NEW TRANSMITTAL [] THIS IS A RESUBMITTAL OF TRANSMITTAL _____		
SPECIFICATION SECT. NO. (Cover only one section with each transmittal)			PROJECT TITLE AND LOCATION			CHECK ONE: THIS TRANSMITTAL IS FOR [] FIO [] GOV'T APPROVAL		
ITEM NO.	DESCRIPTION OF ITEM SUBMITTED (Type size, model number/etc.)	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. (See instruction no. 8)	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE	VARIATION (See Instruction No. 6)	FOR CE USE CODE
a.	b.	c.	d.	e.	f.	g.	h.	i.
REMARKS				I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated. <div style="text-align: center; margin-top: 20px;"> _____ NAME AND SIGNATURE OF CONTRACTOR </div>				
SECTION II - APPROVAL ACTION								
ENCLOSURE RETURNED (Listed by Item No.)			NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY				DATE	

1. Section 1 will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals, mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288 for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS
SUBMITTED

A	--	Approved as submitted.	E	--	Disapproved (See attached).
B	--	Approved, except as noted on drawings.	F	--	Receipt acknowledge.
C	--	Approved, except as noted on drawings. Refer to attached sheet resubmission required.	FX	--	Receipt acknowledged, does not comply as noted with contract requirements.
D	--	Will be returned by separate correspondence.	G	--	Other (<i>Specify</i>)

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE <i>(Read instruction on the reverse side prior to initiating this form)</i>	DATE	TRANSMITTAL NO.
--	------	-----------------

SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS *(This section will be initiated by the contractor)*

TO:	FROM:	CONTRACT NO.	CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL _____
-----	-------	--------------	---

SPECIFICATION SEC. NO. <i>(Cover only one section with each transmittal)</i>	PROJECT TITLE AND LOCATION
--	----------------------------

ITEM NO.	DESCRIPTION OF ITEM SUBMITTED <i>(Type size, model number/etc.)</i>	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. <i>(See instruction no. 8)</i>	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE	VARIATION <i>(See instruction No. 6)</i>	FOR CE USE CODE
				SPEC. PARA. NO.	DRAWING SHEET NO.			
<i>a.</i>	<i>b.</i>	<i>c.</i>	<i>d.</i>	<i>e.</i>	<i>f.</i>	<i>g.</i>	<i>h.</i>	<i>i.</i>

REMARKS	I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as other wise stated. <div align="right">_____ NAME AND SIGNATURE OF CONTRACTOR</div>
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SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED (List by Item No.)	NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY	DATE
--	--	------

INSTRUCTIONS

1. Section 1 will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmits mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288 for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- | | | | | | |
|---|----|---|----|----|---|
| A | -- | Approved as submitted. | E | -- | Disapproved (See attached). |
| B | -- | Approved, except as noted on drawings. | F | -- | Receipt acknowledge. |
| C | -- | Approved, except as noted on drawings.
Refer to attached sheet resubmission required | FX | -- | Receipt acknowledged, does not comply
as noted with contract requirements. |
| D | -- | Will be returned by separate correspondence. | G | -- | Other (<i>Specify</i>) |
10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

[illegible]

[illegible]

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01451

CONTRACTOR QUALITY CONTROL

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SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause entitled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the contract requirements. The system shall cover all construction operations, both on-site and off-site, and shall be keyed to the proposed construction sequence.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 15 calendar days after receipt of Notice of Award of the contract, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause entitled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 15 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the CQC Plan

The CQC plan shall include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers, and purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC system manager who shall report to the project manager or someone higher in the Contractor's organization. Project manager in this context shall mean the individual with responsibility for the overall management of the project including quality and production.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters will also be furnished to the Government.

d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with SPECIAL CONTRACT REQUIREMENT entitled "Submittals".

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, testing laboratory, and person responsible for each test.

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task that is separate and distinct from other tasks and has separate control requirements. Different trades or disciplines could identify it, or it could be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there is frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

After acceptance of the QC plan, the Contractor shall notify the Contracting Officer in writing a minimum of seven calendar days prior to any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the Quality Control Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both on-site and off-site work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 CQC System Manager

The Contractor shall identify an individual within his organization at the worksite who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC System Manager shall be subject to acceptance by the Contracting Officer. The CQC System Manager shall be assigned as System Manager but may have other duties in addition to quality control.

3.4.2 CQC Staff

A staff shall be maintained under the direction of the CQC System Manager to perform all CQC activities. An alternate will be identified to serve in the absence of the CQC System Manager. The staff must be of sufficient size to ensure adequate CQC coverage of all work phases, work shifts, and work crews involved in the construction. These personnel may perform other duties, but must be fully qualified by experience and technical training to perform their assigned CQC responsibilities and must be allowed sufficient time to carry out these responsibilities. The CQC plan will clearly state the duties and responsibilities of each staff member. All CQC Staff members or replacements shall be subject to acceptance by the Contracting Officer.

3.4.3 Additional Requirement

In addition to the above requirements, the CQC System Manager, his/her alternate, and the members of the CQC staff shall complete the course entitled "Construction Quality Management for Contractors." This course is generally offered every quarter starting with the month of February. For further details and for the actual class schedule see the following website http://155.76.117.11/conops/const_quality.htm.

3.5 SUBMITTALS

Submittals shall be in accordance with SPECIAL CONTRACT REQUIREMENT entitled "Submittals". The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements.

3.6 CONTROL

The controls shall include at least three phases of control to be conducted by the CQC System Manager for all definable features of work, as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work and shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract drawings.

- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. A check to assure that provisions have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that phase of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. The Government shall be notified at least 24 hours in advance of beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verification of full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity

hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon or conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

As determined by the Government, additional preparatory and initial phases may be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, on-site production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site in accordance with paragraph 3.7.2 below. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

e. Results of all tests taken, both passing and failing tests, will be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility will be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Laboratory Validation

A testing laboratory validated by the Material Testing Center (MTC) of the Corps of Engineers shall perform all testing of soil, gravel, aggregate, stone, concrete, and asphalt. Refer to <http://www.wes.army.mil/SL/MTC/ValStatesTbl.htm> for a complete and current list of validated commercial laboratories. This website is maintained by the MTC. If the Contractor proposes to use a commercial laboratory that is not validated or set up an on-site laboratory, he/she shall make arrangements for validation by contacting the Material Testing Center at Waterways Experiment Station, Vicksburg, Mississippi, telephone numbers: 601-634-2496 or 601-634-3610 www.wes.army.mil/SL/MTC/inspection.htm. The Government will not be responsible for any cost associated with the validation of laboratories that are not currently validated. The validation process could take 60 to 90 days or more. The Contractor shall be responsible for determining the amount of time required for the validation of the proposed laboratory and accounting for this event in his/her progress schedule. If the Contractor elects to use a non-validated laboratory, the work that requires testing shall not commence until the laboratory has been validated by MTC.

3.7.2.2 Capability Check

The Contracting Officer reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.3 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor. There will be no extension of time allowed due to necessity to perform capability rechecks.

3.7.3 On-Site Laboratory

The Contracting Officer reserves the right to utilize the Contractor's control testing laboratory and

equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials will be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered by the Contractor to a location specified by the Contracting Officer.

3.8 COMPLETION INSPECTION

At the completion of all work or any increment thereof established by a completion time stated in the SPECIAL CONTRACT REQUIREMENTS entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected and so notify the Government. These inspections and any deficiency corrections required by this paragraph will be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, and Follow-up). List deficiencies noted along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals reviewed, with contract reference, by whom, and action taken.

- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the worksite, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01452

PROJECT SIGNS

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PART 3	EXECUTION (Not Applicable)

SECTION 01452

PROJECT SIGNS

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing, erecting, maintaining, and removing project signs.

1.2 PROJECT SIGNS

The Contractor shall furnish, erect, and maintain two double-faced project signs at each site as designated by the Contracting Officer. The signs shall be constructed of 3/4-inch marine-grade plywood or 22 gage metal, mounted on a substantial framework of 2-inch material. Size, lettering, color and paint shall conform to the details shown on the drawing "Temporary Project Sign" included at the end of this section. Upon request, the Government will furnish without cost to the Contractor four decals of the Engineer Castle. The signs shall be erected as soon as practicable, but not later than 15 calendar days after the date established for commencement of work. The signs shall be removed upon completion of all other construction work under the contract and will become the property of the Contractor.

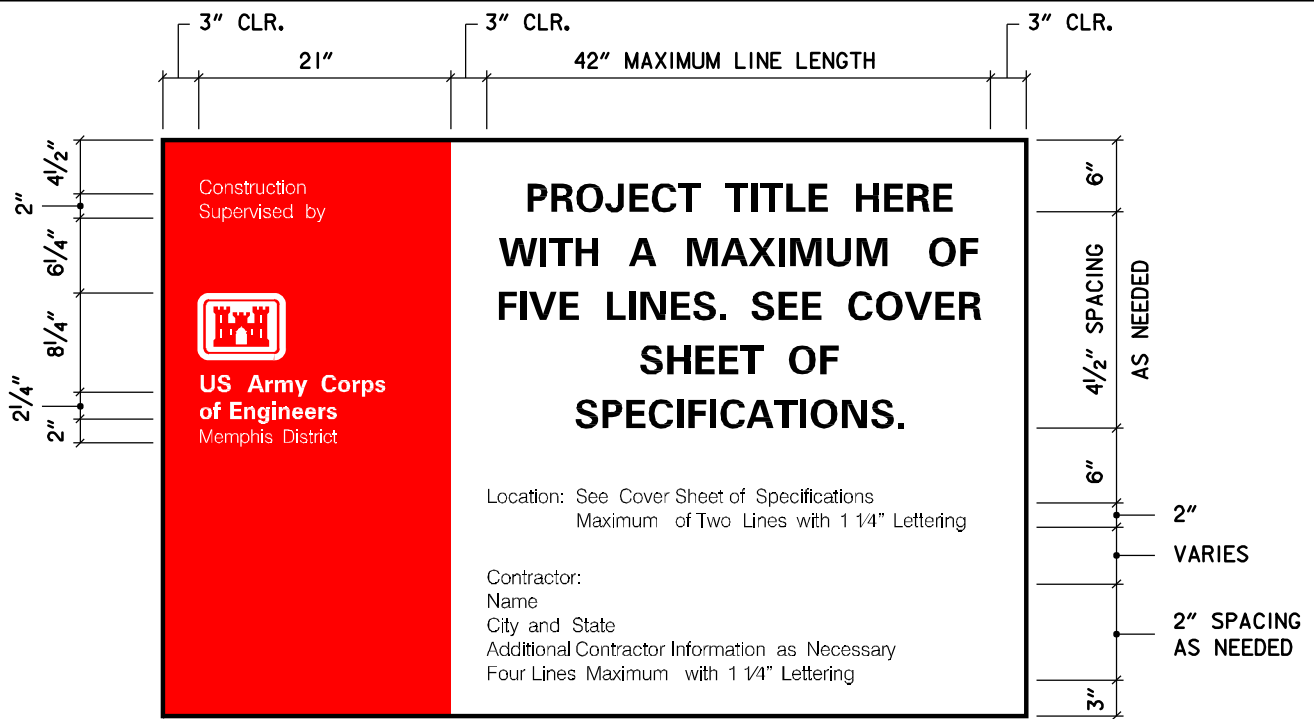
1.3 PAYMENT

No separate payment will be made for erecting, maintaining and removing project signs and all costs in connection therewith will be considered an incidental obligation of the Contractor.

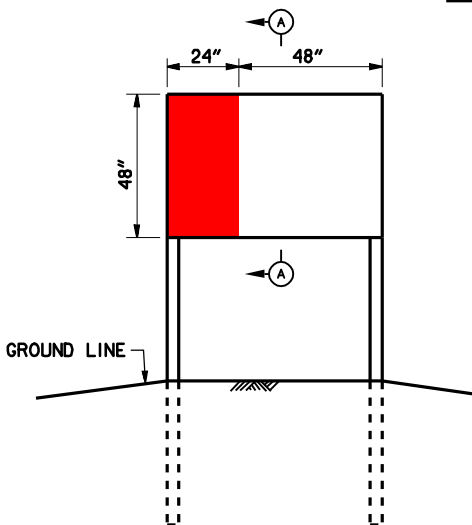
PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

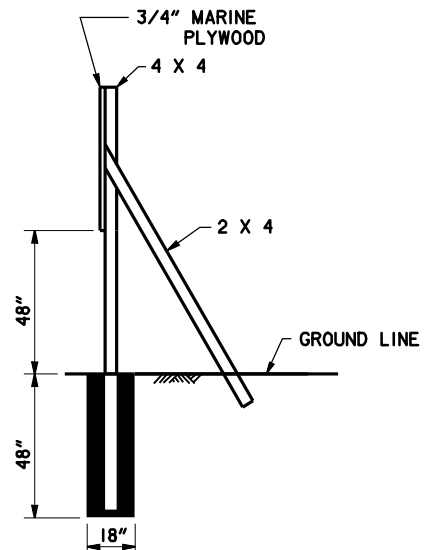
--End of Section--



ELEVATION



ELEVATION



SECTION A-A

SPECIFICATIONS

1. SIGN PANEL SHALL BE 4' x 6' x 3/4" MARINE PLYWOOD OR 22 GAGE SHEET METAL.
2. POSTS AND BRACING SHALL BE TREATED, NO.1 GRADE YELLOW PINE.
3. ALL EXPOSED SURFACES SHALL BE GIVEN ONE COAT OF LINSEED OIL AND WIPED PRIOR TO PRIMING.
4. ALL EXPOSED SURFACES SHALL BE GIVEN ONE COAT OF WHITE AS PRIMER. SECOND COAT SHALL BE COMMUNICATIONS RED ON LEFT AND WHITE ELSEWHERE.
5. THE LEFT SECTION SHALL BE RED WITH WHITE LEGEND. THE RIGHT SECTION SHALL BE WHITE WITH BLACK LEGEND.
6. PAINT SHALL BE BENJAMIN MOORE NO. 120-60 POLY-SILICONE ENAMEL OR APPROVED
7. ALL LETTERING SHALL BE 1 1/4" EXCEPT FOR THE WORDS "US Army Corps of Engineers" AND THE PROJECT TITLE. THE WORDS "US Army Corps of Engineers" SHALL BE 1 1/2" TALL. THE PROJECT TITLE LETTERING SHALL BE A MINIMUM OF 1 1/2" TALL AND A MAXIMUM OF 3 1/2" TALL. THE LETTERING SIZE SHALL BE CHOSEN SUCH THAT LARGEST POSSIBLE LETTERS ARE USED WITHOUT EXCEEDING A MAXIMUM LINE LENGTH OF 42". THE NUMBER OF LINES IN THE PROJECT TITLE SHALL MATCH THAT SHOWN ON THE COVER SHEET OF THE SPECIFICATIONS.

SCALE: NONE

JUNE 1998

U.S. ARMY ENGINEER DISTRICT, MEMPHIS
CORPS OF ENGINEERS
MEMPHIS, TENNESSEE

**TEMPORARY
PROJECT SIGN**

DIVISION 2 - SITE WORK

SECTION 02110

CLEARING AND GRUBBING

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SECTION 02110

CLEARING AND GRUBBING

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all plant, labor, equipment, and materials, and performing all operations necessary for clearing and grubbing of the areas specified herein, for the disposal of debris from clearing and grubbing, and for the filling of grubbing holes; all as specified herein and/or indicated on the drawings.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for the work specified in this section to assure compliance with contract requirements and maintain records of his quality control for all construction operations including but not limited to the following:

- (1) Clearing. Location, heights, limits.
- (2) Grubbing. Location, limits, depth, refill of holes and compaction.
- (3) Disposition of Debris. Method and location of burning and/or removal; damage to timber or improvements which are not to be cleared.

A copy of these records and tests, as well as the records of corrective action taken, shall be furnished the Government.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 CLEARING

Clearing shall consist of the removal above the ground surface and/or excavated surface, as applicable, of trees, stumps, down timber, snags, brush, vegetation, loose stone, and other debris. Areas to be cleared shall include all specific areas where any work is required, and all other areas within the right-of-way limits which are necessary for construction operations and limits

which are necessary for construction operations and operation of the Contractor's equipment. All clearing and grubbing work for embankments shall be completed at least 500 feet in advance of the trench construction, as applicable. If regrowth of vegetation or trees occurs after clearing and before applicable construction, the Contractor shall clear the areas again prior to construction operations and no payment will be marked therefore. Clearing may be performed in conjunction with grubbing operation.

3.1.1 Trees

Removal of trees or damage to trees to be left standing will not be allowed. Trees shall be felled in such a manner as to avoid damage to existing structures and installations, and to those under construction. Due regard for the safety of employees and others shall be observed.

3.1.2 Vegetation

Vegetation such as crops, grass, bushes, and weeds, shall be removed.

3.2 AREAS TO BE CLEARED

3.2.1 General

The entire areas to be occupied by the trench together with the area on both sides of the centerline of the trench required for construction and stockpiling shall be cleared.

3.2.2 Other Areas

Clearing of other areas within the right-of-way limits shall be limited to the minimum required for construction operations, and shall be subject to the approval of the Contracting Officer. Optimum effort shall be exercised by the Contractor to preserve as many trees as possible outside the required clearing areas.

3.3 GRUBBING

3.3.1 General

Grubbing shall consist of the removal of all stumps, tap roots, buried logs, and other projections. The areas to be grubbed are those specific areas within the limits specified hereinabove from which trees, stumps, down timber, fencing, snags, and other projections have been removed as specified in Paragraph 3.1 above. All objectionable matter shall be removed from materials which will subsequently be used in the embankments. All holes caused by grubbing, except in excavations, shall be filled with suitable material as approved by the Contracting Officer in 12-inch layers to the elevation of the adjacent ground surface or excavated

surface, as applicable, and each layer compacted to a density at least equal to that of the adjoining undisturbed material.

3.4 AREAS TO GRUBBED

3.4.1 Trenches

Grubbing shall be performed within the limits of all trenches together with the areas designated for clearing in paragraph 3.2. All roots and other projections over 1-1/2 inches in diameter shall be removed to a depth of 3 feet below the natural ground surface or surface of existing embankments, as applicable. The areas to be grubbed are those specific areas within the limits specified hereinabove from which trees, stumps, down timber, snags, and other projections have been removed.

3.5 DISPOSAL OF DEBRIS

3.5.1 General

All debris resulting from clearing and grubbing operations on this contract shall, at the Contractor's option, be disposed of by burning or removal from the site. The Contractor shall make a reasonable effort to utilize this last method to channel materials of value resulting from clearing and grubbing operations into beneficial use.

3.5.2 Burning

The Contractor shall comply with the applicable pollution restrictions of the state of Illinois. Subject to such restrictions and obtaining any permit which may be required by said state, the Contractor may burn material within the contract area, and at any time within the contract period, provided such burning does not cause the above standards to be exceeded. The material shall be piled for burning at locations and in such manner that it will not float into ditches or off the right-of-way. Burning operations shall be conducted so as to prevent damage to standing timber or other flammable growth. The Contractor will be responsible for any damage to life and/or property resulting from fires that are started by his employees or as a result of his operations. The Contractor shall furnish at the site of burning operations adequate fire fighting equipment to properly equip his personnel for fighting fires. Fires shall be guarded at all times and shall be under constant surveillance until they have been extinguished.

Any debris remaining after burning operations shall be removed as specified by paragraph 3.5.3.

3.5.3 Removal from Site

The Contractor may elect to remove all debris resulting from clearing and grubbing operations from the site of the work. Such

disposal shall comply with all applicable Federal, State, and local laws. The Contractor may, at his option retain for his own use or disposal by sale or otherwise any such materials of value.

The Government assumes no responsibility for the protection or safekeeping of any materials retained by the Contractor. Such materials shall be removed from the site of the work before the date of completion of the work under this contract. The locations and manner of placement of clearing and grubbing debris on the right-of-way by the Contractor for his convenience prior to removal of the debris from the site of the work shall be subject to the approval of the Contracting Officer. If debris from clearing operations is placed on adjacent property, the Contractor shall obtain, without cost to the Government, additional rights-of-way for such purpose. Such material shall be placed so as not to interfere with roads, drainage, or other improvements and in such a manner as to eliminate the possibility of its entering into ditches, channels, or streams.

--End of Section--

DIVISION 2 - SITE WORK

SECTION 02220

EXCAVATION

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SECTION 02220

EXCAVATION

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all plant, labor, materials, and equipment, and performing all operations necessary for stockpiling materials and for excavation prior to slurry trench construction, removal of unsuitable material, replacing stockpiled material and returning the levee to its original configuration, and all other excavation incidental to construction as specified herein or as shown on the drawings.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for the work specified in this section to assure compliance with the contract requirements and maintain records of his quality control for all construction operations including but not limited to the following:

(1) Disposition of Materials. Suitability of materials and waste areas.

(2) Replacement of Stockpiled Materials. Placement, compaction.

The original and two copies of these records of inspections and tests, as well as the records of corrective action taken, shall be furnished the Government daily. Format of the report shall be as specified in SECTION 01451 - CONTRACTOR QUALITY CONTROL.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 EXCAVATION PRIOR TO SLURRY TRENCH CONSTRUCTION

3.1.1 General

The rights-of-way and earth materials for construction the work will be furnished without cost to the Contractor, at locations specified herein and/or shown on the drawings.

3.1.2 Equipment

The Contractor shall provide the types of equipment as necessary to perform the excavation according to the in situ conditions of the project.

3.2 EXCAVATION AREAS

3.2.1 Excavation Limits

The excavation areas shall conform to requirements prescribed herein and as shown on the drawings. The permissible depths, side slopes, bottom widths, and configuration of the excavation area are as indicated on the drawings. Unsuitable material from the excavation shall be disposed as specified in Paragraph 3.3.2. Any excavation below the depth and slopes specified herein, or shown on the drawings, shall be backfilled by the Contractor, at his expense, to the specified permissible excavation line, with suitable material placed and compacted in accordance with paragraph 3.4.2. The area excavated under this contract shall be drained and kept dry during excavation, as excavation will not be permitted in water nor shall excavated material be scraped, dragged or otherwise moved through water. Moisture content will not be considered in determining suitability of material, however, if specified compaction is not being attained due to moisture content being high or low, the contractor shall take appropriate action to add or remove moisture from the material. Drainage of the excavation area shall be accomplished at the Contractor's expense by ditching, sump pumping or other approved methods. The area excavated under this contract and flooded from high river stages shall be drained and allowed to dry as quickly as practicable after the high river stage has passed. Right-of-way for drainage shall be the rights-of-way shown on the drawings; however, the Contractor, at his option, may use rights-of-way for drainage outside the rights-of-way shown on the drawings provided that their location and dimensions are approved by the Contracting Officer, and provided that the Contractor has submitted written evidence to the Contracting Officer that he has obtained the rights-of-way from the property owners. The written evidence shall consist of an authenticated copy of the conveyance under which the Contractor acquired the rights-of-way, prepared and executed in accordance with the laws of the State of Illinois. If temporary rights-of-way are obtained by the Contractor, the period of time shall coincide with Section 00800, Paragraph 1.1 hereof, plus a reasonable time for any extension granted for completion of the work. The Contractor shall be solely responsible for any and all damages, claims for damages, and liability of any nature whatsoever arising from or growing out of the use of rights-of-way for drainage outside of the rights-of-way indicated on the drawings. In the event that the Contractor elects to keep the excavation area dry by ditching as specified hereinabove, all such ditching shall be closed with a plug having a minimum 50-foot crown width with 1V on 3H side slopes to the elevation of the original natural ground when the Contractor no longer needs the area. The excavation area shall be made continuous throughout the length of the area, and at the width indicated on the drawings. The Contractor shall submit an excavation

plan for approval by the Contracting Officer and shall not begin excavation until the Contracting Officer's approval has been received. The plan shall contain, as a minimum, the following:

(1) The Contractor's proposed methods for draining and keeping dry during excavation the material excavated under this contract.

(2) The Contractor's proposed methods for draining the excavation under this contract which may be flooded by high river stages.

(3) A statement indicating whether the Contractor proposes to use: (a) the Government-furnished rights-of-way for drainage; (b) Contractor-furnished rights-of-way for drainage; or (c) a combination of Government-furnished and Contractor-furnished rights-of-way for drainage.

(4) For Contractor-furnished rights-of-way for drainage, the plan shall contain all of the information required hereinabove and the Contractor's proposals for implementing SECTION 01130 - ENVIRONMENTAL PROTECTION, insofar as that section applies to rights-of-way for drainage.

(5) The Contractor's proposals for stockpiling the excavated material and subsequently returning the levee back to its original state after construction of the slurry trench.

3.2.2 Excavation Locations

Excavation areas shall be located as indicated on the drawings.

3.3 DISPOSITION OF MATERIALS

3.3.1 Suitable Materials

Excavated materials which are suitable for reincorporation in the levee shall be stockpiled and subsequently used to return the levee to its original state (existing grade line) after construction of the slurry trench as described in Section 02300. Stability of stockpiled materials and drainage at the stockpile areas shall be maintained. The material shall be stockpiled riverside of the slurry trench in the cleared right of way. The material shall be a minimum of 50 feet from the trench and shall not exceed a height of 10 feet. Moisture content will not be considered in determining suitability of materials. The levee shall be reconstructed of earth that is free from unsuitable and frozen material and consists of materials classified by the Unified Soil Classification System as CL or CH material. Blending of the earth materials may be required to render them suitable for backfill.

3.3.2 Unsuitable Materials

Materials which are classified as unsuitable for embankment material are defined as masses of organic and inorganic matter, including grasses, sticks, branches, roots, trash, building materials, and other debris.

Materials from the required excavation which are unsuitable for embankment or fill material will be ordered wasted and shall be disposed of by removal from the site, as specified in paragraph 3.5 of SECTION 02110 or as directed by the Contracting Officer. Material that is suitable will be later utilized in the levee embankments.

3.3.3 Frozen Materials

Under no circumstances shall frozen earth, snow, or ice be placed in the embankment.

3.4 BACKFILL AND COMPACTION

3.4.1 General

After completion of the slurry trench specified in Section 02300, the excavated and stockpiled materials suitable for embankment shall be used to form an impervious backfill approximating the natural ground surface which existed prior to any work under this contract. All suitable material excavated shall be used to construct this semicompacted backfill. The Contractor shall segregate as necessary the excavated materials to insure that sufficient CL and CH material is available to construct the impervious semicompacted backfill. As a minimum, the Contractor shall restore the backfill area to the approximate natural ground from the landward edge of the excavated area to 2 feet above and riverside of the slurry trench as indicated on the drawings. Any additional material required to complete the minimum section specified above shall be furnished by the Contractor. The minimum slope from the berm to natural ground shall be 1V on 4H slope as shown on the drawings.

Impervious backfill shall be constructed in such a manner that the top of the constructed slurry trench is not left without a minimum backfill cover of 1 foot for a period longer than 14 days.

3.4.2 Semicompacted Fill

3.4.2.1 General. Semicompacted fill shall not be placed in water. The materials for semicompacted fill shall be placed in layers with the first layer not more than 6 inches in thickness and the succeeding layers not more than 12 inches in thickness prior to compaction. Layers shall be started and constructed full out to the slope stakes and shall be carried substantially horizontal and parallel to the levee center lines with sufficient crown to provide satisfactory drainage during construction. The surface of each layer shall be scarified to insure bond with the succeeding layer.

3.4.2.2 Moisture Control. It is intended that the material will be placed in the embankments at its natural moisture content. No moisture control will be required by the Contractor unless, in the opinion of the Contracting Officer, the desired compaction is not being obtained with the prescribed compactive effort due to the material being too wet or too dry. In such cases, the Contractor shall perform moisture control as

prescribed below. If the material is too wet, it shall either be stockpiled and allowed to drain before it is placed in the embankment cross sections and/or the wet material shall be processed by disking and harrowing, if necessary, until the moisture content is reduced sufficiently. If the material is too dry, it shall either be prewet or sufficient moisture shall be uniformly distributed in each layer before compaction.

3.4.2.3 Compaction. When the moisture content and conditions of the spread layers are satisfactory, each layer shall be compacted by any of the following methods at the option of the Contractor:

(1) Tamper-Type Roller. Four complete passes over each layer will be required. If tamping rollers are used in tandem, not more than two rows will be permitted, and in such case, one trip of the tandem rollers over any surface will be considered as tow passes. When tamping rollers are used in tandem, the tamper foot spacing shall be offset so that the circumferential rows on the rear drums are in line with the midpoint of the circumferential rows of the forward drums. Each pass of the tamping roller shall overlap the preceding or adjacent pass by not less than 1.0 foot.

(2) Rubber-Tired Roller. Two complete passes over each layer will be required.

(3) Crawler-Type Tractor. Three complete passes over each layer will be required. The tractor will not be considered to be compacting while spreading materials.

3.4.2.4 Definition of Pass. A pass shall consist of one complete coverage of the surface of a layer by the treads of the roller, tractor, or other compacting equipment. Portions of the embankments which the compacting equipment cannot reach for any reason shall be compacted by an approved method to the density at least equal to that of the surrounding embankments.

3.4.2.5 Additional Compaction. If the Contracting Officer directs compaction in addition to that described above, an equitable adjustment will be made in accordance to the provisions of Contract Clause - CHANGES.

3.4.2.6 Dressing. All embankments shall be brought to the required section specified in paragraph 3.4.1. Unreasonable roughness of surface shall be dressed out to permit turving operations.

--End of Section--

DIVISION 2 - SITE WORK

SECTION 02300

SOIL-BENTONITE SLURRY TRENCH CUT-OFF WALL

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3.10	CLEANUP

DIVISION 2 - SITE WORK

SECTION 02300

SOIL-BENTONITE SLURRY TRENCH CUT-OFF WALL

PART 1 GENERAL

1.1 SCOPE

The work provided for herein consists of furnishing all plant, labor, equipment, and material, except earth material from required excavations, and performing all operations necessary for construction of a soil-bentonite slurry trench cut-off wall between stations 4/50+00 and 6/17+00, as indicated on the drawings and as specified herein. Also, this includes recording the daily piezometers for monitoring groundwater as described at paragraph 3.7. The reading of the piezometers are incidental to the slurry trench installation costs.

1.2 APPLICABLE PUBLICATIONS

The following publications of the issues listed below, but referred to herein by basic designation only, form a part of this specification to the extent indicated by the references thereto:

AMERICAN PETROLEUM INSTITUTE (API).

RP 13B-85

Standard Procedure for Field Testing Drilling Fluids

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM).

C 136-84a

Sieve Analysis of fine and Coarse Aggregates

C 143-90a

Slump of Hydraulic Cement Concrete

D 1140-54 (R 1990)

Test Methods for Amount of Material in Soils Finer than the
No. 200 (75mm) sieve

D 2217-85

Practice for Wet Preparations of Soil Samples for Particle –
Size Analysis and Determination for Soil Constants

1.3 DEFINITIONS

All terms used in this section apply only to the construction of the soil-bentonite slurry trench cut-off wall as specified in this section and are defined as follows:

(1) Slurry Trench. The slurry trench is a 3-foot wide trench excavated in the ground by the slurry method, and backfilled with a specified material mixture to form an impervious cut-off wall.

(2) Slurry Method of Excavation. The slurry method of excavation is the process of digging a vertical walled trench and at the same time keeping the trench filled with bentonite slurry. The purpose of the slurry is to support the walls of the trench and prevent movement of ground water.

(3) Bentonite. Bentonite is an ultrafine natural clay whose principal mineral constituent is sodium cation montmorillonite.

(4) Slurry. The slurry is a stable colloidal suspension of pulverized bentonite in water.

(5) Slurry Trench Specialist. A slurry trench specialist is defined as one who has had proven and successful experience in slurry trench construction and is knowledgeable with all facets of the construction to include the use, testing, and control of bentonite as a slurry; the proper mixing methods employed to mix the slurry and backfill material; excavation and backfill operations; and a thorough knowledge of construction equipment and testing methods necessary for slurry trench construction.

(6) Ground Water Level. The ground water level is the piezometric level of the ground water as determined by piezometers.

1.4 QUALIFICATIONS

The Contractor shall submit evidence that he or his subcontractor is competent in slurry trench construction. This evidence will insure that the Contractor or his subcontractor will have sufficient competent personnel including a slurry trench specialist, to carry out the operations specified and such personnel shall have experience in this type of construction. The slurry trench specialist shall control the composition, mixing, placing, cleaning, and maintaining of the slurry and backfill. Evidence demonstrating competency and experience qualifications of the slurry trench personnel shall be submitted at least 3 weeks prior to the start of the slurry trench.

1.5 QUALITY CONTROL

The Contractor shall establish and maintain quality control for all work specified in this section to assure compliance with contract requirements and maintain records of his quality control for all construction operations including but not limited to the following. These tests do not have to be conducted by a validated laboratory as stated per Section 01451, paragraph 3.7, but shall be conducted in a manner that meets the required standards for each of these tests:

(1) Bentonite. Each truckload of bentonite delivered to the site shall be sampled in accordance with Section 8 of API Spec 13B. The samples shall be tested in accordance with the procedures of Section 3 of API Spec 13A to confirm conformance with the physical and chemical requirements listed in Table 3.1 of Section 3.

(2) Water. Prior to the start of construction, the source of water to be mixed with the bentonite shall be tested for pH, hardness, and oil, organics, etc. Subsequent to the start of construction, testing shall be conducted once a month. Tests shall conform with the requirements of API Code RP 13B.

(3) Slurry Properties. All tests specified in this paragraph shall be conducted in accordance with API Code RP 13B. The bentonite slurry shall be tested prior to placing the slurry in the trench a minimum of 2 times each working day. The following tests shall be performed: viscosity, filtration, and density. At the time of placing backfill into the slurry-filled trench, the bentonite slurry within the trench shall be tested for sand content, viscosity, filtration, and density. The bentonite slurry in the trench shall be sampled a minimum of 2 times each working day at intervals of every 25 feet of depth and at a minimum of every 300 feet of horizontal distance and shall include

one sample taken within 5 feet of the toe of the backfill slope and within 1 foot of the bottom of the trench. The sampling devices used to collect samples will be subject to approval of the Contracting Officer. The Contractor shall be required to obtain additional samples for the Government at any time or location required. Personnel shall be provided by the Contractor for conducting the tests and they must have a working knowledge for test procedures for drilling fluids in accordance with applicable API standard procedures. Equipment for bentonite slurry testing shall be furnished and maintained by the Contractor.

(4) Excavation and Backfill Soundings. The Contractor shall make excavation soundings every 10 feet and soil-bentonite backfill soundings every 25 feet along the trench centerline using a weighted tape, cable, or other devices approved by the Contracting Officer. The soundings at each 10 or 25 foot interval shall record the following:

(a) Elevation of the Bottom of Excavation. Each day, the Contractor shall obtain a trench bottom profile immediately prior to placement of backfill.

(b) Profile of Backfill Slope. The soil-bentonite backfill slope shall be sounded at horizontal intervals of 25 feet to determine the profile of the backfill slope. The soil-bentonite backfill slope shall be sounded at the end of each shift and at additional times as directed by the Contracting Officer.

(5) Backfill Properties. Although no particular gradation is required, the backfill material shall be tested for gradation based on one representative sample for each 2,000 cubic yards of soil-bentonite backfill after blending with bentonite slurry taken just prior to soil-bentonite backfill placement. Sampling equipment shall be subject to the Contracting Officer's approval and shall be maintained onsite for the duration of the job. Testing of gradation samples shall be by set

sieving and shall conform to ASTM D 1140 and ASTM D 2217.

(6) Slump Tests. The soil-bentonite backfill shall be tested in accordance with ASTM C 143, Slump cone tests shall be performed every 50 linear feet of trench excavation just prior to placing the backfill in the trench. A minimum of 2 tests will be performed each day.

(7) Samples of Trench Bottom. Samples shall be obtained at a minimum of each day or on 50-foot intervals from the bucket cuttings at the bottom of the excavation (at the 90-foot depth). All samples shall be properly identified and labeled, placed in sealed plastic containers and stored in a location designated by the Contracting Officer.

(8) Records. Records shall be maintained by the Contractor for all testing, measurements, and inspections performed to ascertain that the slurry trench soil-bentonite cutoff wall construction meets the specifications. Required reports, records, and documentation shall be furnished to the Government daily. The Contractor's required records are outlined below.

(a) As-Built Profile. An as built profile of the trench bottom, backfill slopes including descriptions of materials encountered in the trench bottom shall be continuously maintained by the Contractor. This profile shall indicate extent of excavation and the soil-bentonite backfill profile at the end of each working day, as determined from soundings.

(b) Results. The results of all construction control testing required in these specifications, including water tests, slurry tests, backfill tests, and depth soundings shall be furnished by the Contractor. The Contractor shall furnish records of all observations, measurements, and tests performed, identified with the location and time of testing. These records shall be furnished no later than 4 hours after the tests, measurements, and/or observations were made.

(c) Bentonite Slurry Mix. Bentonite slurry mix quantities, proportions of all

additives utilized, and placement locations into the trench shall be recorded by the Contractor. Any adjustments in the bentonite slurry mix shall also be recorded.

(d) Construction Log. The Contractor shall maintain a construction log of daily activities which shall include delays encountered during construction, causes of delays, locations of affected areas, and extent of delays. The log shall also record unusual conditions or problems encountered, and the dispositions made.

A copy of these records and tests, as well as the records of corrective action taken, shall be furnished the Government.

1.6 QUALITY ASSURANCE

The Government may perform quality assurance testing on the bentonite slurry and backfill materials using the laboratory and equipment furnished by the Contractor. The Government testing will in no way relieve the Contractor of the responsibility of performing tests necessary to meet construction requirements. The Contractor shall provide the equipment and laboratory space to Government personnel on demand and these services shall be considered a subsidiary obligation of the slurry trench soil-bentonite cutoff wall construction. All routine testing procedures being conducted by the Contractor shall be available for inspection by the Contracting Officer at any time.

1.7 SUBMITTALS

In accordance with the provisions in Section 0800, 1.32, SUBMITTALS, the Contractor shall submit data for approval by the Contracting Officer for the following items required by this Section.

(a) Schedule and Sequence of Operations

The Schedule and sequence of operations shall include, but are not limited to: use of excavated

materials; slurry preparation; slurry placement; bottom cleaning; backfill preparation; backfilling; and final grade closure.

(b) Layout of Operations

The layout of operations shall include, but is not limited to: drawings depicting bentonite storage area; slurry preparation area; hydration pond (s) slurry storage area; backfill storage and mixing area; location and sizes of all stationary equipment, water storage tanks, pumps, valves, lines, hoses, materials, and waste areas.

(c) Contractor's Qualifications

(d) Slurry Trench Specialist's Qualifications

(e) Slurry Trench Construction Method and Equipment

(f) Bentonite Certification

(g) Quality Control Testing Equipment and Certification

(h) Results of all Contractor Quality Control (CQC) Tests and Measurements

(i) Submittals

Data for approval will be required for items specified in (a) through (h) above.

PART 2 MATERIALS

2.1 GENERAL

The slurry for supporting the sides of the trench and for wetting the backfill material shall consist of a stable colloidal suspension of bentonite in water. The slurry shall have the properties specified

below as determined by standard tests described in API RP 13B:

(1) Initial Bentonite Slurry Mixture. At the time of introduction of the slurry into the trench, the slurry mixture shall consist of a minimum of 20 pounds of bentonite per 42-gallon barrel of slurry; the apparent viscosity shall be equal to or greater than 42 seconds as measured by the Marsh Funnel, and the water loss shall not be greater than 20 cubic centimeters at 100 psi in 30 minutes as measured by a filter press. The slurry mixture shall have a minimum density of 64 pounds per cubic foot.

(2) Trench Bentonite Slurry Mixture. At the time of placing backfill into the slurry trench, the slurry unit weight shall be greater than 72 pounds per cubic foot but less than 85 pounds per cubic foot. The apparent viscosity of the slurry mixture in the trench shall be equal to or greater than 42 seconds as measured by the Marsh funnel. The water loss shall not be greater than 20 cubic centimeters in 30 minutes as measured by a filter press.

(3) Additives. Admixtures of the types used in the control of oil field drilling muds such as thinners, dispersants and flocculants may be used to control standard properties of the slurry such as apparent viscosity and filtration characteristics subject to approval of the Contracting Officer. Peptizing or bulking agents shall not be mixed with the slurry.

(4) Backfill Bentonite Slurry Mixture. At the time the slurry is mixed with the backfill material, the slurry unit weight shall be not greater than 85 pounds per cubic foot, and the water loss shall be not greater than 20 cubic centimeters in 30 minutes as measured by a filter press.

2.2 BENTONITE

The bentonite shall be sodium cation base montmorillonite powder (Wyoming-type bentonite) that conforms to the standards set forth in API Specification 13A Sections 3, 5, 6, and 7 as last revised. No chemically treated bentonite will be allowed. The Contractor shall furnish to the Contracting Officer a certificate of compliance and a copy of the test reports from the bentonite manufacturer for each lot of bentonite shipped to the site stating that the bentonite complies with all applicable standards. No bentonite from the bentonite manufacturer shall be used prior to acceptance by the Contracting Officer. All bentonite not meeting specifications shall be promptly removed from the site of the work and replaced with bentonite conforming to the specifications requirements at the Contractor's expense.

2.3 WATER

Water from the Ohio River or from any other source as approved by the Contracting Officer may be used in the slurry.

2.4 BACKFILL

Material for backfilling the slurry trench shall be a plastic, impervious mixture of earth material and slurry, mixed as specified in 3.8.1 below. Earth material used in the mixture shall be obtained from the excavation of slurry trench as specified in 3.6 below.

PART 3 EQUIPMENT

3.1 GENERAL

The Contractor shall furnish suitable plant and equipment for excavation of the trench, mixing and placing slurry, cleaning of bottom of slurry trench, and for hauling, mixing and placing the backfill material.

3.2 TRENCHING EQUIPMENT

The equipment used for excavation of the slurry trench shall be any type of earthmoving equipment capable of performing the work indicated on the drawings and/or specified herein. Excavating equipment buckets shall be non-perforated, heavy-duty models. Fabrication of the buckets shall be such that raveling of the sides of the trench is minimized and width of the trench is maintained. The excavating equipment shall be capable of excavating the minimum width trench in a single pass.

3.3 SLURRY MIXING AND PLACING PLANT

The slurry mixing and placing plant shall include a suitable mixer capable of producing a colloidal suspension of bentonite in water, a mechanically agitated sump, pumps, valves, hoses, supply lines, and small tools; all as required to mix and provide a continuous supply of slurry to the trench

excavation.

3.4 CLEANING EQUIPMENT

Equipment for cleaning the slurry and cleaning the bottom of the trench shall consist of a plant normally used for this type of operation.

3.5 BACKFILL MIXING AND PLACING EQUIPMENT

Backfill mixing and placing equipment shall be any type of light earthmoving equipment such as bulldozers, disc harrows, or blade graders. Placing of the backfill into the trench shall be performed by a crane with clamshell bucket and bulldozers, or other approved equipment subject to the provisions of 3.8.2 below. Use of probe rods is also expected to be necessary

.

3.6 EXCAVATION OF SLURRY TRENCH

3.6.1 Top of Trench Excavation

Prior to construction of the slurry trench the Contractor shall excavate a working platform as shown on the drawings. The platform shall extend from 15-feet levee side of the centerline of the slurry trench to 20-feet riverside. The excavation shall have a 1V on 2H end slope. The excavated material shall be stockpiled, and then used to cap the slurry trench after the slurry trench cutoff wall

construction has been completed. This area shall then be turfed in accordance with Section 02936.

3.6.2 General

The trench shall be excavated at the location indicated therefore on the drawings, and shall be excavated by the slurry method of excavation. Excavation shall be carried to the full required depth immediately at the point where the excavation is started and the entire depth of cut shall then be carried along the trench centerline. **Note: The contractor is cautioned to observe the high driving resistance values of the split spoon sampler shown on the boring logs for the sand and/or gravel strata that will require excavation for installation of the slurry trench as shown on the drawings.** The trench will be excavated to the elevations shown on the drawings, or as directed by the Contracting Officer. A tolerance of 1-foot below the required 90-foot depth will be allowed for the length of the slurry trench. The toe of the slope of the trench excavation shall precede the toe of the backfill slope by a minimum of 20 feet at all times but no more than 50 feet. The Contractor shall provide a positive means for determining the final bottom elevation of the excavation, and the bottom elevation of the excavation shall at all points meet the approval of Contracting Officer. Excavation at angles in the alignment of the trench shall be made in such manner as to insure a continuous full depth and width for the soil-bentonite slurry trench cut-off wall.

3.6.3 Cleaning Slurry and Bottom of Excavated Trench

When the slurry trench has been excavated to the full required depth, the bottom of the trench shall be cleaned of all fines, sand, gravel, or other deleterious material prior to placement of backfill; furthermore, the slurry within the trench shall be kept free of such materials until placement of the backfill.

3.6.4 Disposal of Excavated Material

Material excavated from the slurry trench shall be stockpiled within the right-of-way riverward of the trench. Material shall be stockpiled in such manner that drainage riverward from the levee will not be blocked. Material shall be used as specified in 2.4 above and may be used to construct necessary retaining dikes. All of the material shall ultimately be used in the finished construction of the soil-bentonite slurry trench cut-off wall, except that unsuitable material shall be disposed of by removal from the site.

3.7 SLURRY PLACEMENT

Slurry shall be introduced into the trench at the time trenching has begun. The level of slurry in the open trench shall be maintained between 0 feet and 2 feet from the top of the slurry trench and a minimum of 4 feet above the ground water level at all times. The ground water level shall be monitored by utilizing one existing piezometer and by installing three new piezometers. The existing piezometer (P-2A-00) and proposed new piezometers (1-MCC-03 through 3-MCC-03) have

approximate locations as shown on Drawing 2. The three new piezometers shall be placed at the riverside crown of the levee at a minimum of 5 feet from the edge of the gravel road and installed as specified in 3.7.2 below with approval from the Contracting Officer. The recorded ground water levels from five existing piezometers (3-PG-85, 4-PG-80, 9-PM-94, P-2A-00, and 10-PM-84 with approximate locations shown on Drawing 2) from 1990 to present are presented on Plates 1-13 at the end of this section. The Contractor should note the times outside of the non-work period from 1 December to 1 June that the Ohio River has risen to stages that would have an effect on the installation of the slurry trench. A ground water line at elevation 304 has been placed on the plots to indicate the maximum ground water possible for the majority of the slurry trench installation. The exception to the ground water at elevation 304 would be on the southern end where the platform raises from elevation 308 to 312. Dilution of slurry by surface waters or by any other means shall be prevented. In the event the area is threatened by flooding, the level of the slurry shall be raised to the top of the trench or by direction from the Contracting Officer on possible emergency operations (See paragraph 3.7.1 below). The Contractor shall have sufficient personnel, equipment, slurry storage areas, and stored slurry materials ready to raise the slurry level at all times in the excavated trench during construction within the limitations specified in 3.7.1 below. To this end, the Contractor shall have personnel on call to raise the slurry level at any time this occurs, weekends and/or holidays included. The quality of the slurry shall be maintained at all times, including periods of work stoppage, in a condition which meets the requirements set forth in 2.1 above. Conditioning of the slurry may require recirculation through shaker screens or the addition of approved additives. Density of the slurry shall be maintained until backfill material is placed.

3.7.1 Backfilling Trench in Case of High Water

In the event the ground water rises or is expected to rise to within 4 feet of the top of the working surface, the Contracting Officer reserves the right to require the Contractor to stop excavation and to begin continuous operations to either dike around the open trenches and raise the slurry levels or to fill all or part of the open trenches with slurry trench backfill mixed and placed as specified in 3.8 below. Continuous operation shall consist of expeditiously performing the required operations twenty-four hours per day until the operations are completed or the water level falls to a depth of more than 4 feet below the top of the working surface. If the Contractor is directed to backfill the trench during the normal work period, then compensation would be made per Section 00800, paragraph 1.50.

3.7.2 Installation of Piezometers

The contractor will be required to install three new piezometers at the locations shown on Drawing 2 for monitoring the ground water during installation of the slurry trench. The piezometers shall be installed, operating, and read daily beginning 5 days prior to the start of excavation. Each piezometer shall have a riser pipe consisting of $\frac{3}{4}$ -inch diameter PVC pipe with a # 15 slotted screen of $1\frac{1}{2}$ inches inside diameter and 24-inches in length (ASTM 1785, Schedule 40). The piezometer screens shall be set between elevation 253 and 255 ft-NGVD. Each piezometer shall be installed according to the specifications and details shown on Plate 14 at the end of this section. Falling head tests shall be conducted on each piezometer after installation to insure that the piezometers are

functioning properly. The top elevation and levee baseline station of each piezometer shall also be recorded. The Contractor will be required to submit for approval to the Contracting Officer details and installation procedures before installing the piezometers and fill out the piezometer installation report attached at the end of this section as Plate 15 after completion of each piezometer including the results of the falling head tests. These piezometers will become the property of the Memphis District upon completion of this project. Therefore, the Contractor shall take necessary precautions to protect the piezometers during construction and insure that the piezometers are working properly at the completion of slurry trench.

The Contractor shall make a minimum of one reading for each of the four piezometers per day. These piezometer readings along with the corresponding Ohio River stage or elevation, shall be recorded on an approved form and reported to the Contracting Officer within 12 hours after they are obtained. If in the opinion of the Contracting Officer, more frequent readings are required, the Contractor will be directed as to the number and time that these readings are required. If additional readings are required an equitable adjustment in the contract under the "Contract Clauses" will be made.

3.7.3 Stability

The Contractor shall be responsible for insuring and maintaining the stability of the excavated trench at all times for its full length and depth and shall be responsible for maintaining slurry densities and levels within specified limits. The Contractor shall control surcharges from all excavation and

backfilling equipment, waste, berm construction, backfill stockpiles, and any other loading situations that may affect trench stability. It is the Contractor's responsibility to ensure that the mixing of backfill and any stockpiles do not affect the open trench stability. In the event of failure of the trench walls prior to completion of backfilling, the Contractor shall at his expense reexcavate the trench and remove all materials displaced into the trench and take corrective action to prevent further deterioration.

3.8 BACKFILLING

3.8.1 Mixing

Earth material as specified in 2.4 above shall be used in the backfill. The material shall be thoroughly mixed and sluiced with the slurry to form a homogeneous mass just prior to the backfilling operation. The mass shall be free from lumps of clay more than 3 inches in diameter, lumps of silt, and pockets of sand, soil or gravel. Sluicing with water will not be permitted. The amount of slurry added to the material shall be a sufficient amount to produce a slump cone reading of three to six inches when tested in accordance with ASTM C 143. Mixing of the backfill shall be accomplished in such manner as to prevent deleterious materials from entering the trench and to prevent damaging the trench walls. Any sloughing of the slurry trench walls or other damages as a result of operating equipment near the trench shall be repaired or restored by the Contractor at no additional cost to the Government. If the Contracting Officer deems it necessary, a small dike 2 to 3 feet high paralleling the slurry trench shall be constructed at the Contractor's expense to keep the backfill from flowing into the trenches backfill. Intermittent holes in the dike will be allowed so that

excess slurry may flow back into the trenches.

3.8.2 Placing

The backfill shall be placed in such manner that no pockets of slurry are present in the completed soil-bentonite slurry trench cut-off wall. The Contractor shall backfill continuously from the beginning of the trench in the direction of his excavation. Placing operations shall proceed in such manner that the top of the backfill below the surface of the slurry shall follow a reasonably smooth grade and shall not have hollows which may trap pockets of slurry during subsequent backfilling. To this end, the face of the backfill below the surface may require rodding, and the Contractor shall have such equipment available at the job site. Free dropping of backfill through the slurry will not be permitted. Initial backfill shall be placed by depositing it on the bottom of the trenches with a clamshell bucket with succeeding filled clamshell buckets of backfill placed in such manner that the surface of the backfill rises above the surface of the slurry in the trench at the end of the trench. Additional backfill may then be placed by a bulldozer or similar equipment in such manner that the backfill enters the trench by sliding down the forward face of previously placed backfill. The backfill shall not be dropped or deposited in a manner that will cause segregation of the materials. The Contractor shall proceed in placing the backfill in the direction of the excavation from 4/50+00 to 6/17+00. No payment will be made for the portions of the cutoff wall which lie outside the limits of work as indicated on the drawing.

3.8.3 Disposal of Slurry

Excess slurry displaced by the backfill shall be disposed of as specified for excavated material in 3.6.4 above. Dikes shall be constructed as necessary to retain the material.

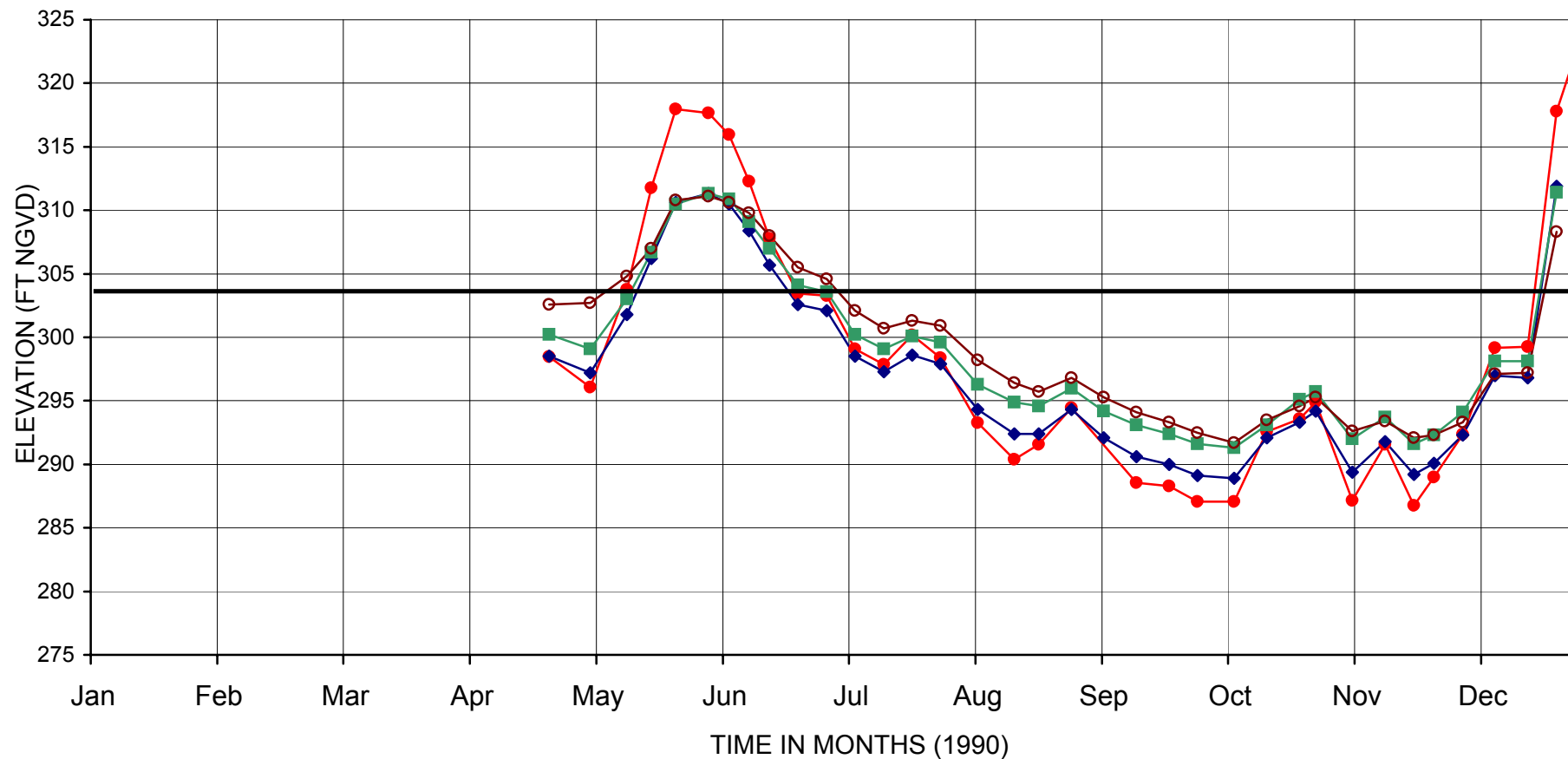
3.9 SEVERE WEATHER OPERATIONS

Excavation of the slurry trench, mixing and placing of slurry, and mixing and placing of backfill will not be allowed when the air temperature is below 20 degrees Fahrenheit or when in the opinion of the Contracting Officer, severe weather such as snow, rain, or ponding water, may be detrimental to the slurry trench or may affect the accuracy of quality control testing. Frozen soil-bentonite backfill shall not be placed in the trench and backfill.

3.10 CLEANUP

After completion of the soil-bentonite slurry trench cut-off wall as specified in this section, all remaining excavated materials and slurry materials shall be placed in stockpiles within the work area, and the work area outside the stockpiles shall be dressed and graded to a smooth surface with drainage effected away from the levee; however, excess unused bentonite materials shall be removed from the job site. The stockpiled materials shall be blended with other earth materials as necessary to provide a dressed and graded area. All excavated materials including stockpiles shall ultimately be utilized in the backfill specified in Section 02220, 3.4. The slurry trench shall have backfill materials placed to the lines and grades shown on the drawings and as specified in Section 02220.

-End of Section-

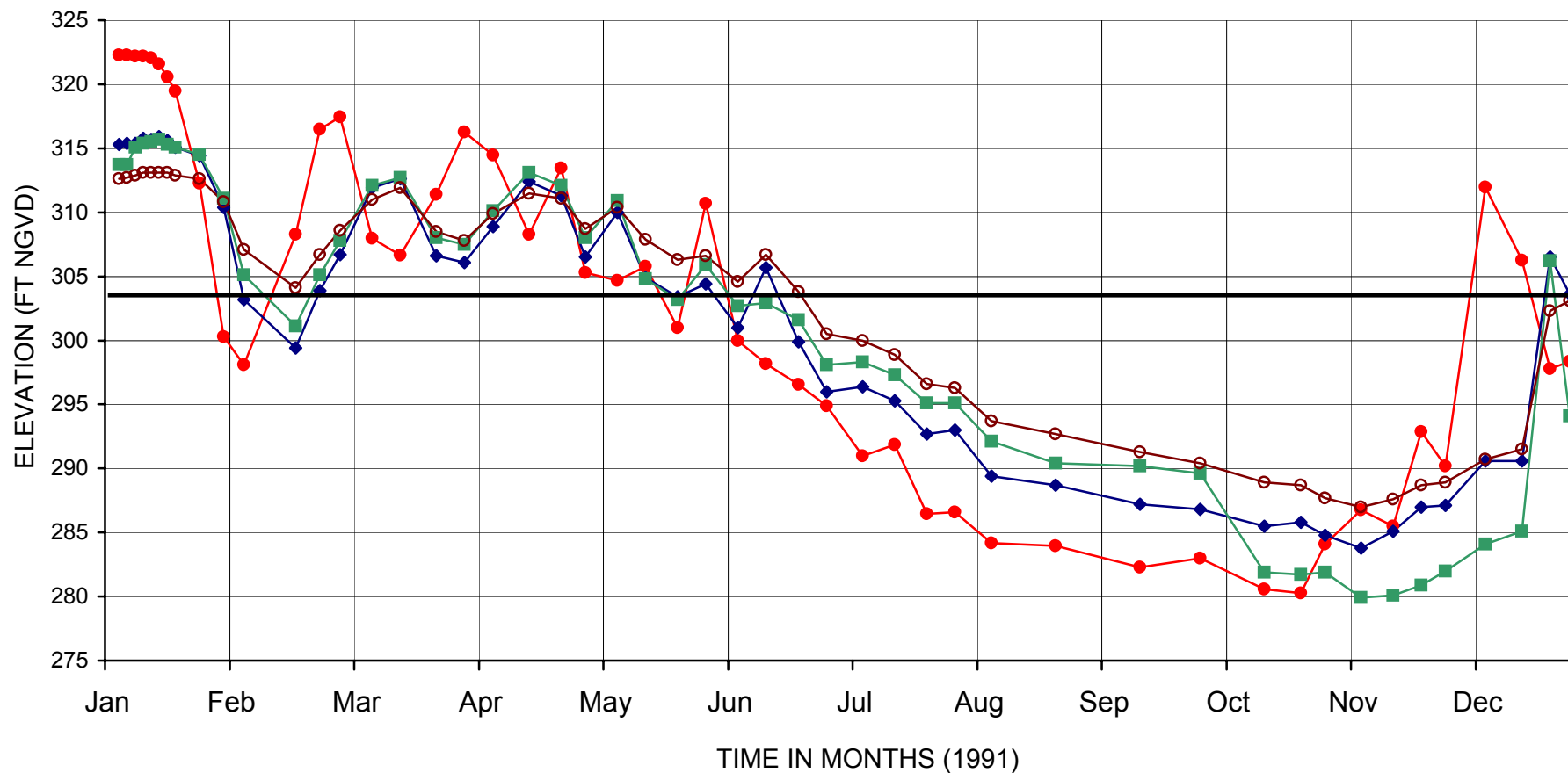


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NOTE: 2A-PC-85 FOUND BLOCKED 31 MAY 1994
 3-PG-85 & 9-PM-84 READINGS START 30 MARCH 1998
 P-2A-00 READINGS START 21 APRIL 2000

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 MEMPHIS DISTRICT, CORPS OF ENGINEERS

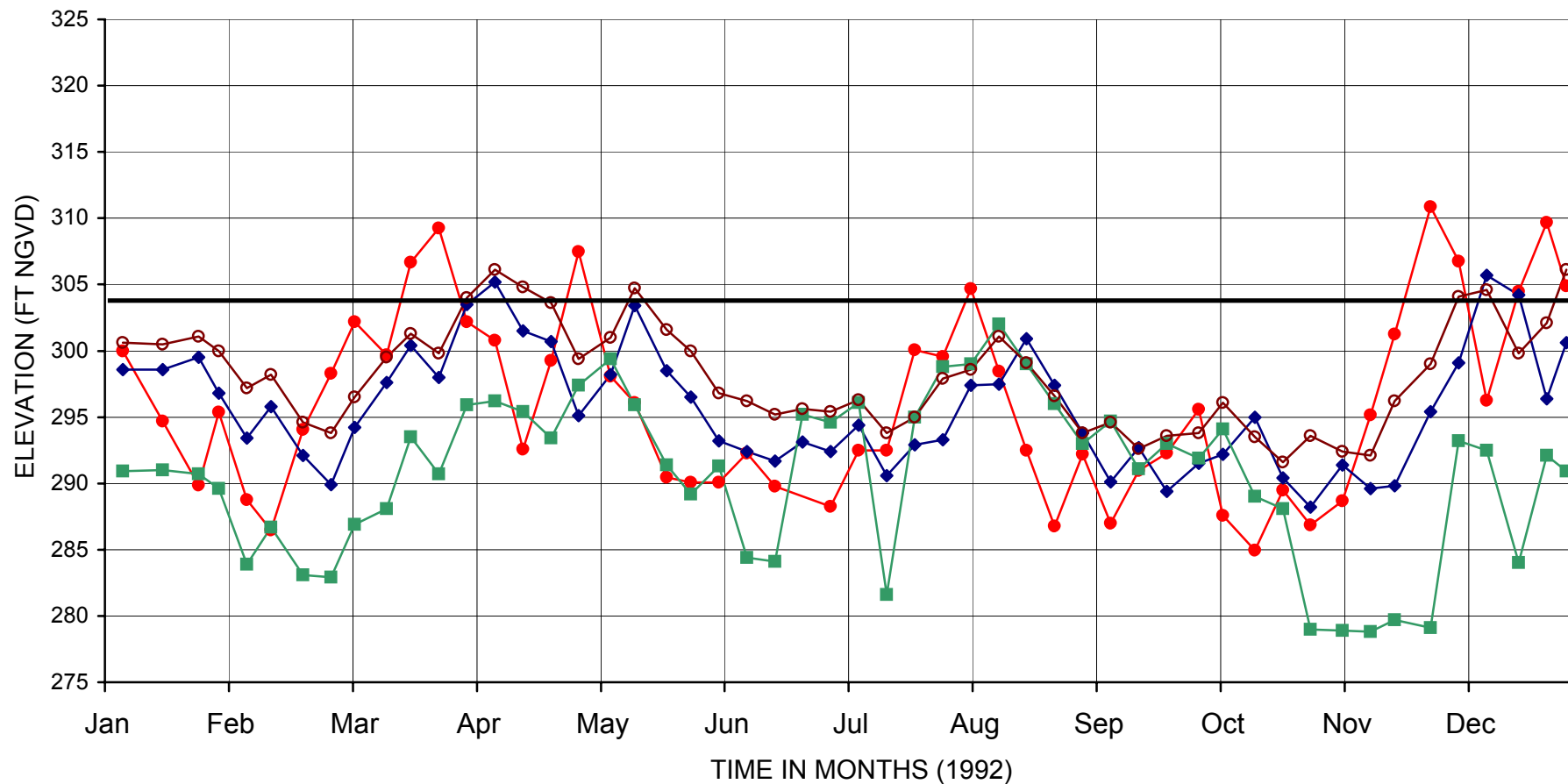
Mississippi River and Tributaries
CAIRO - MOUND CITY IL.
PARCEL 4
SEEPAGE CONTROL PROJECT
PIEZOMETER DATA



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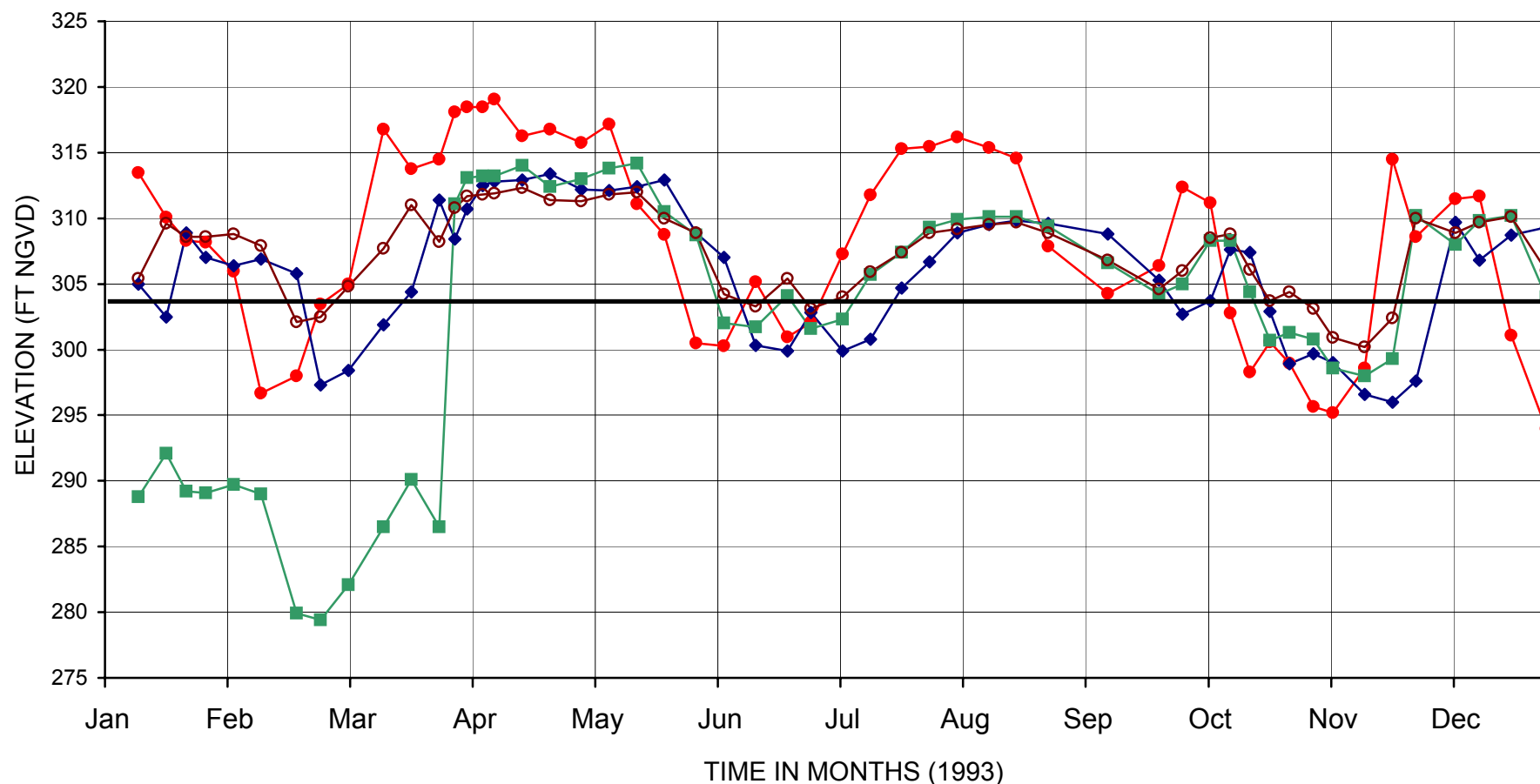


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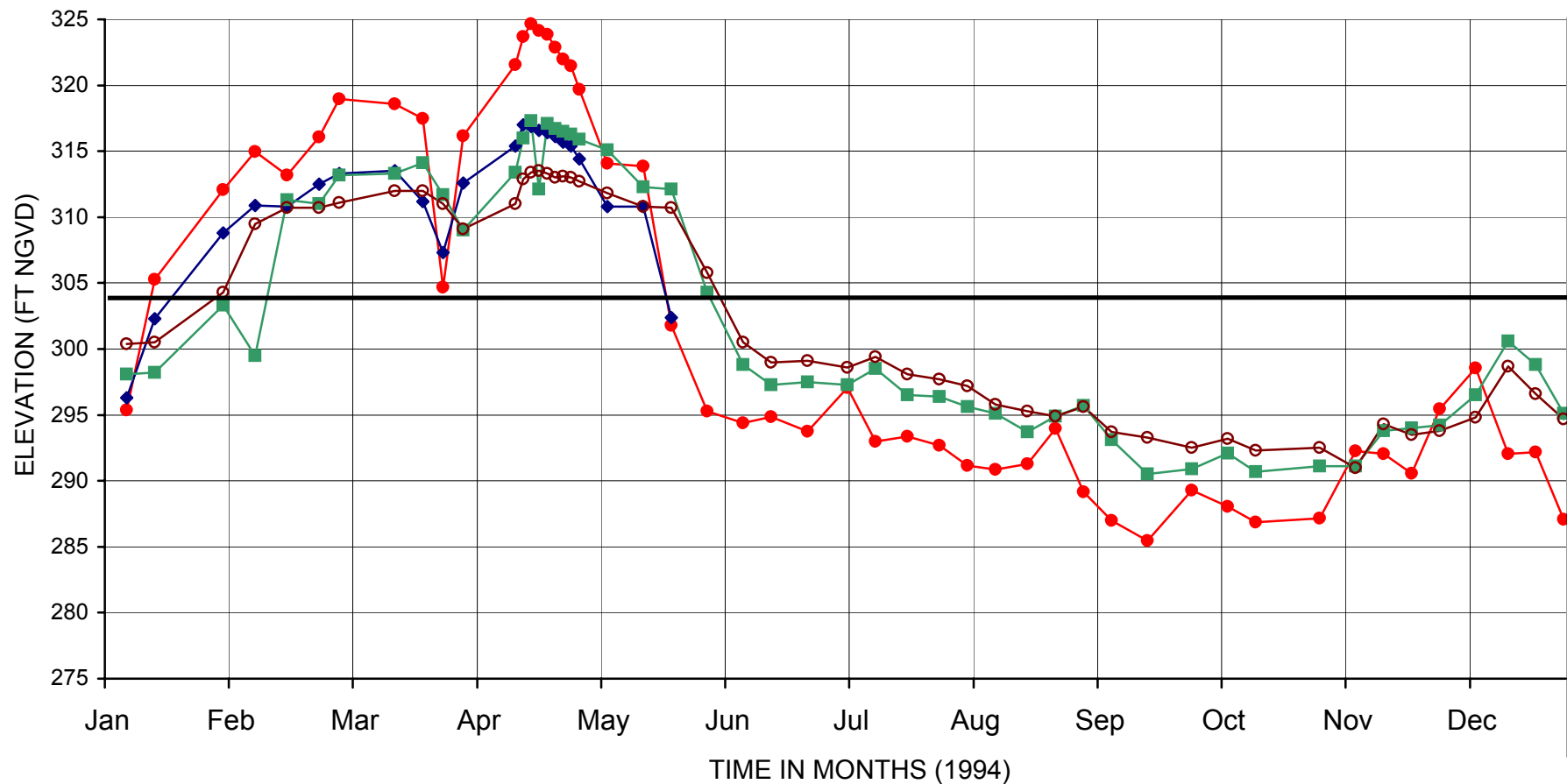


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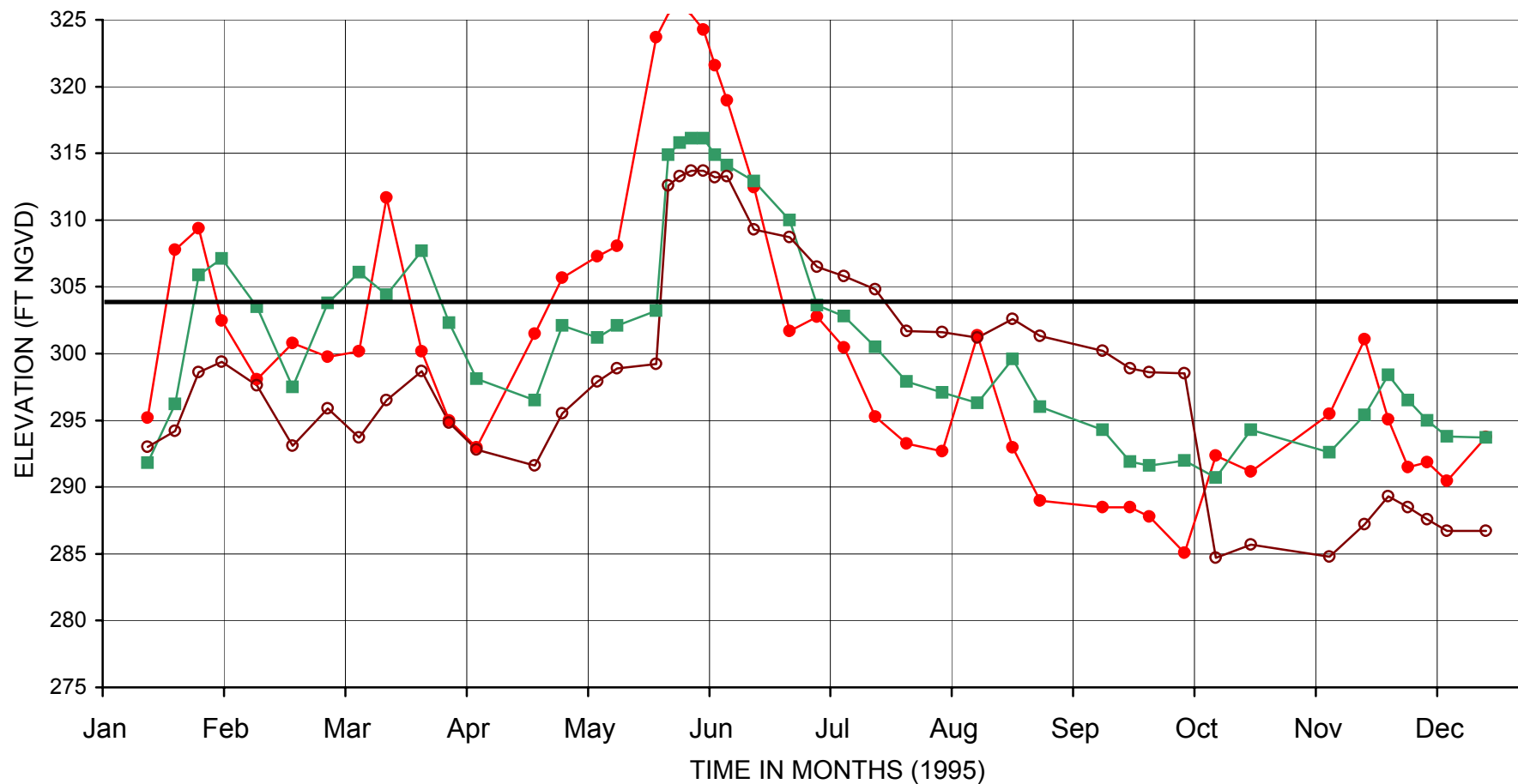


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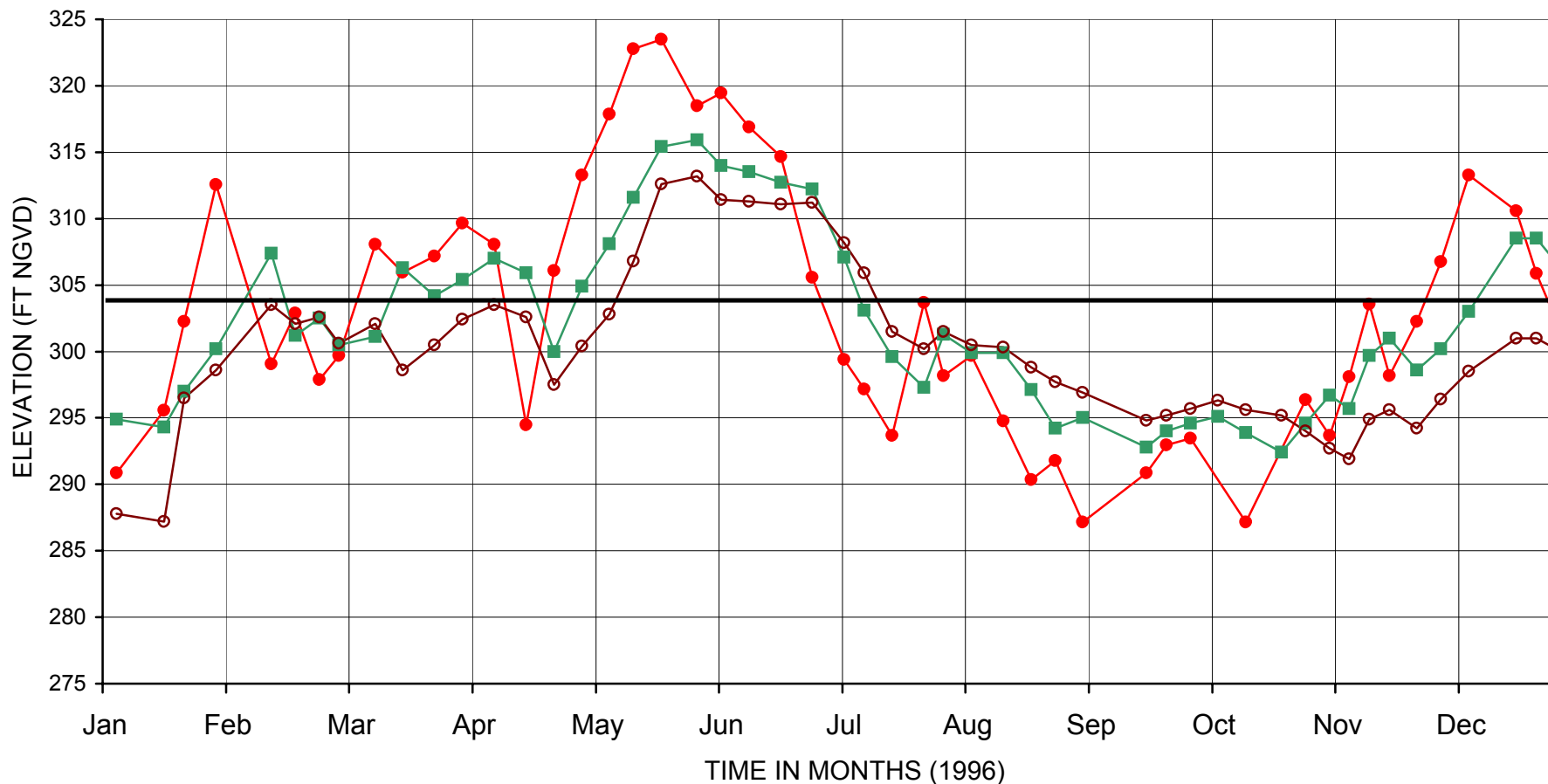


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SEEPAGE CONTROL PROJECT
PIEZOMETER DATA

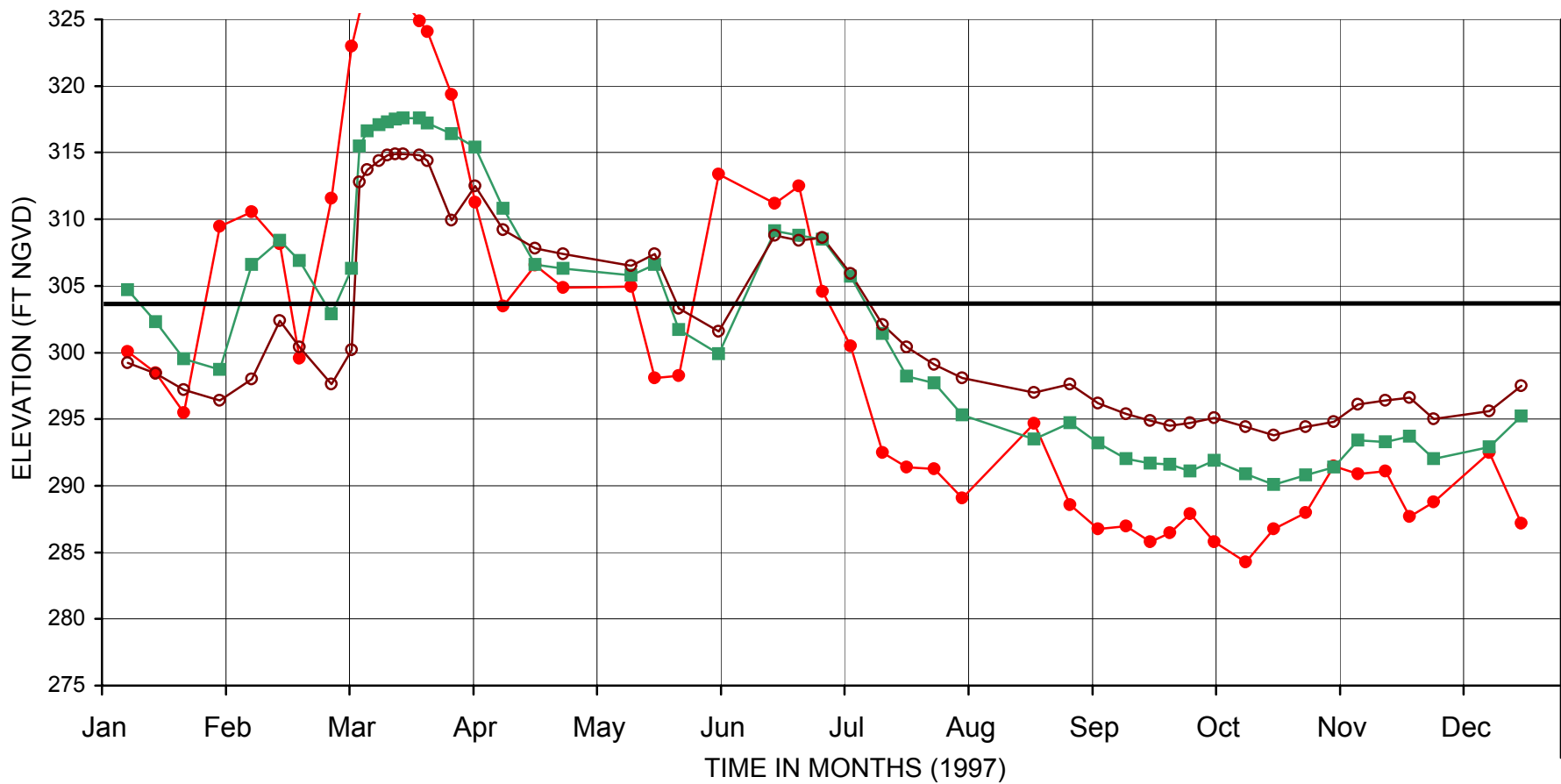


DEPARTMENT OF THE ARMY
MEMPHIS DISTRICT, CORPS OF ENGINEERS

Mississippi River and Tributaries
CAIRO - MOUND CITY IL.
PARCEL 4

SEEPAGE CONTROL PROJECT
PIEZOMETER DATA

NOTE: 2A-PC-85 FOUND BLOCKED 31 MAY 1994
3-PG-85 & 9-PM-84 READINGS START 30 MARCH 1998
P-2A-00 READINGS START 21 APRIL 2000

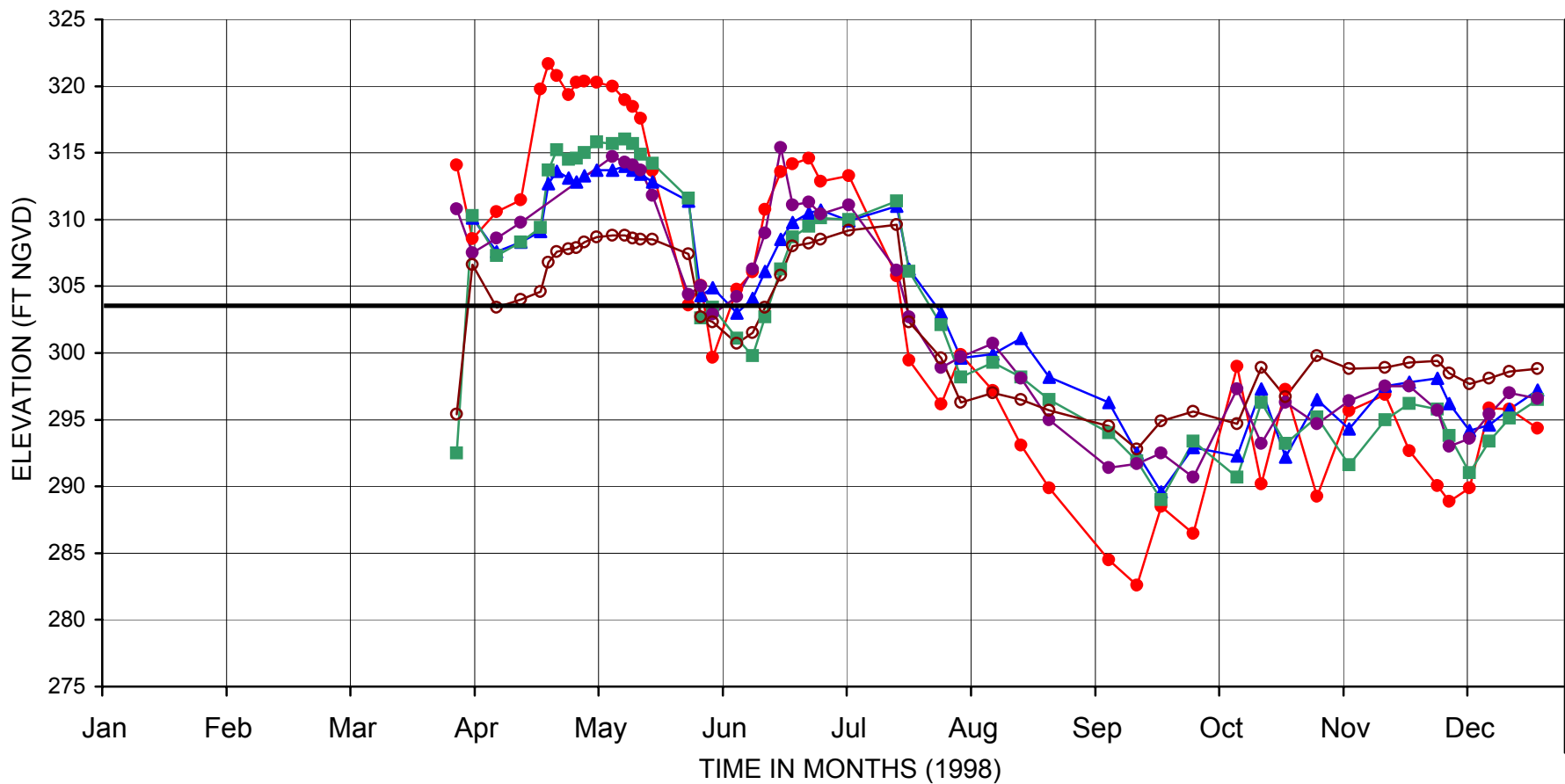


DEPARTMENT OF THE ARMY
MEMPHIS DISTRICT, CORPS OF ENGINEERS

Mississippi River and Tributaries
CAIRO - MOUND CITY IL.
PARCEL 4
SEEPAGE CONTROL PROJECT
PIEZOMETER DATA

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NOTE: 2A-PC-85 FOUND BLOCKED 31 MAY 1994
3-PG-85 & 9-PM-84 READINGS START 30 MARCH 1998
P-2A-00 READINGS START 21 APRIL 2000

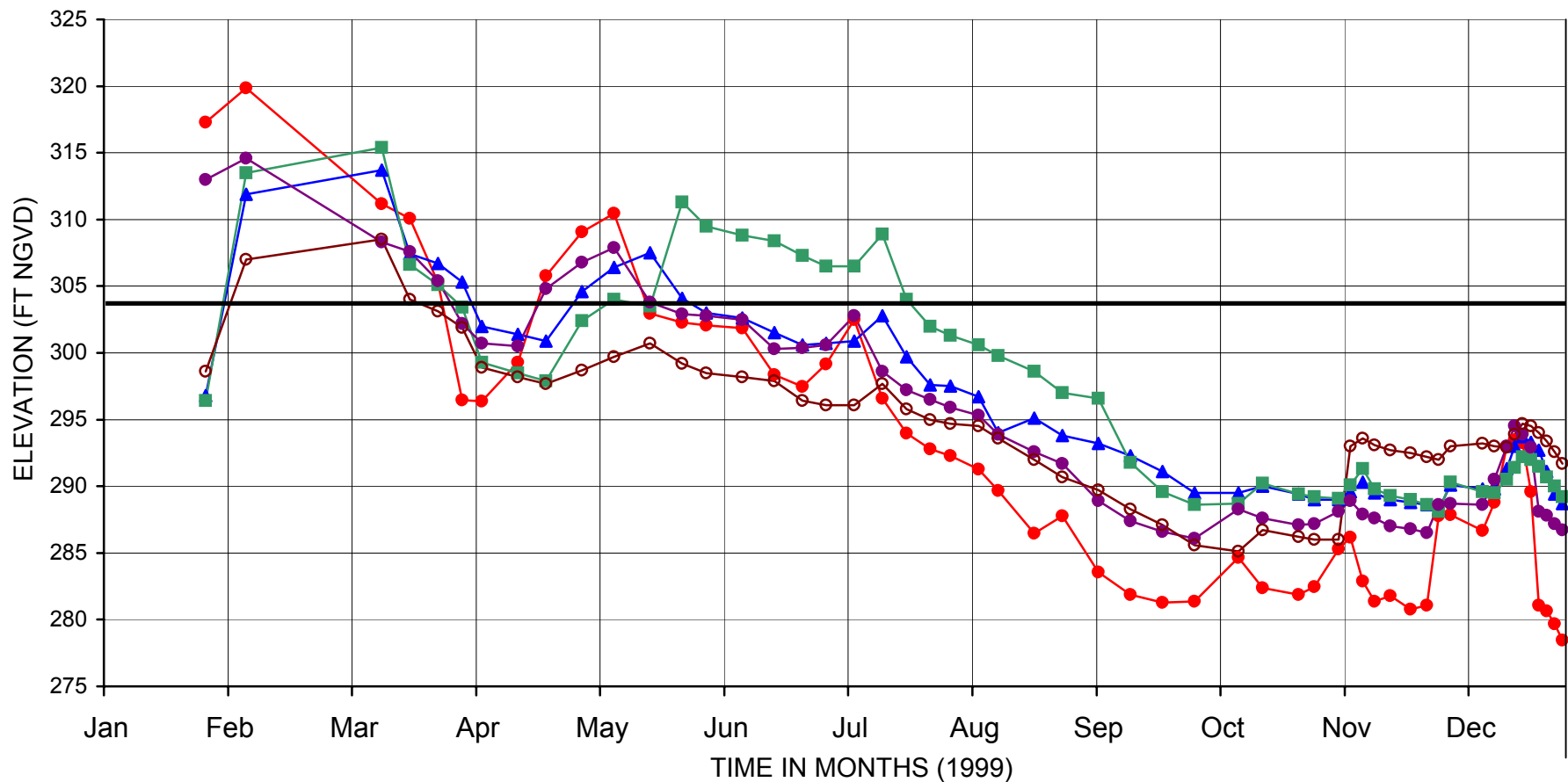


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DEPARTMENT OF THE ARMY
 MEMPHIS DISTRICT, CORPS OF ENGINEERS

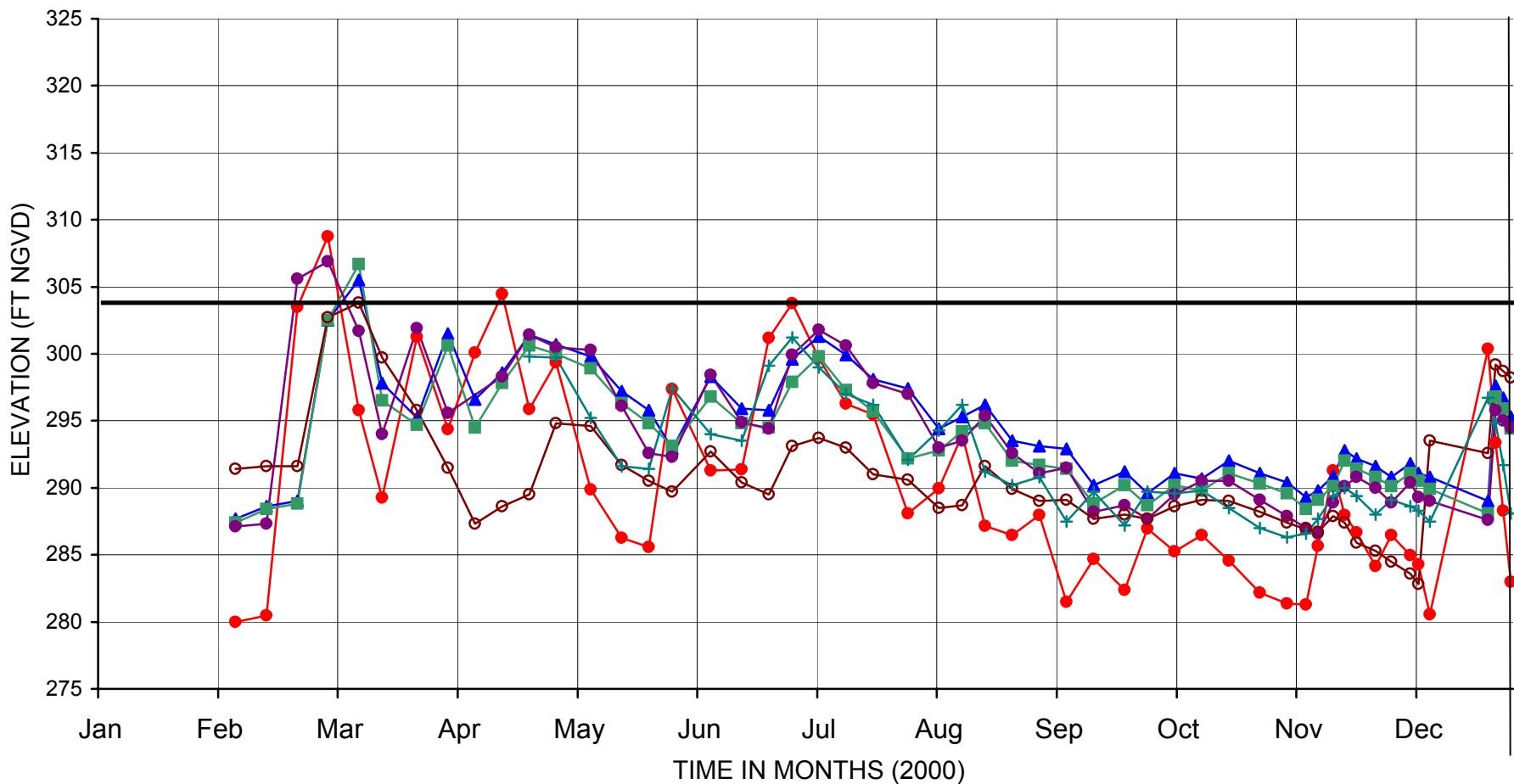
Mississippi River and Tributaries
CAIRO - MOUND CITY IL.
PARCEL 4
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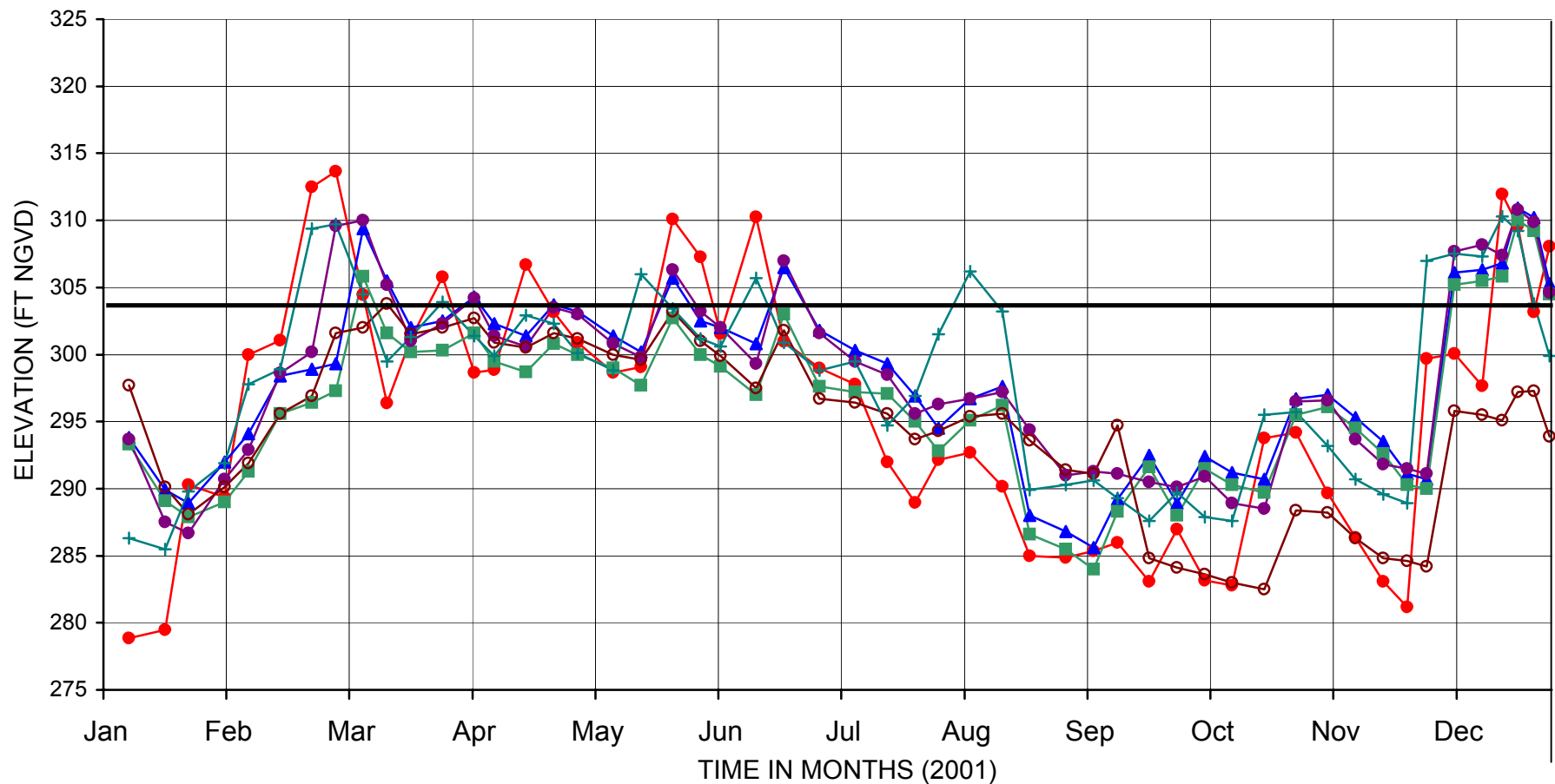


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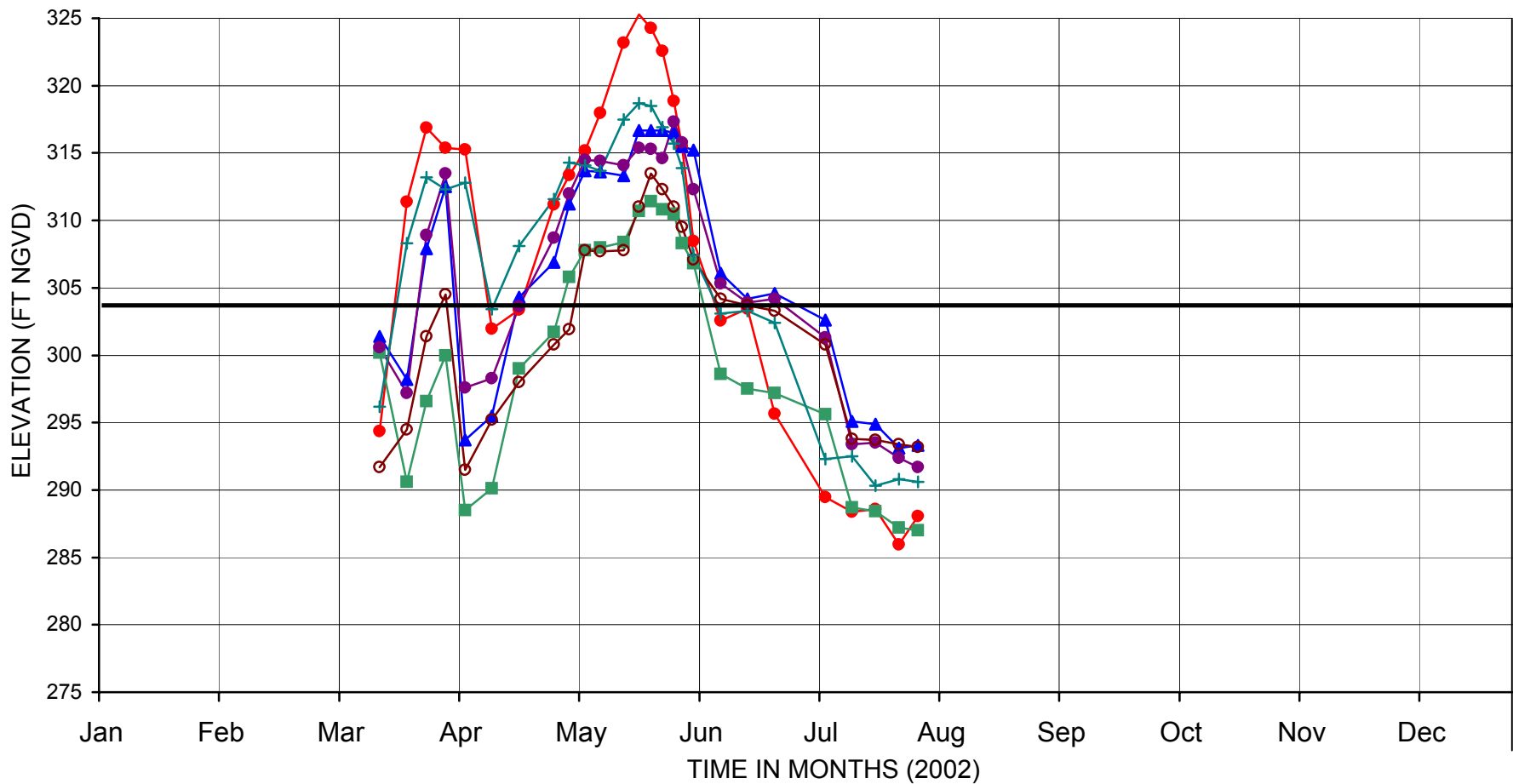


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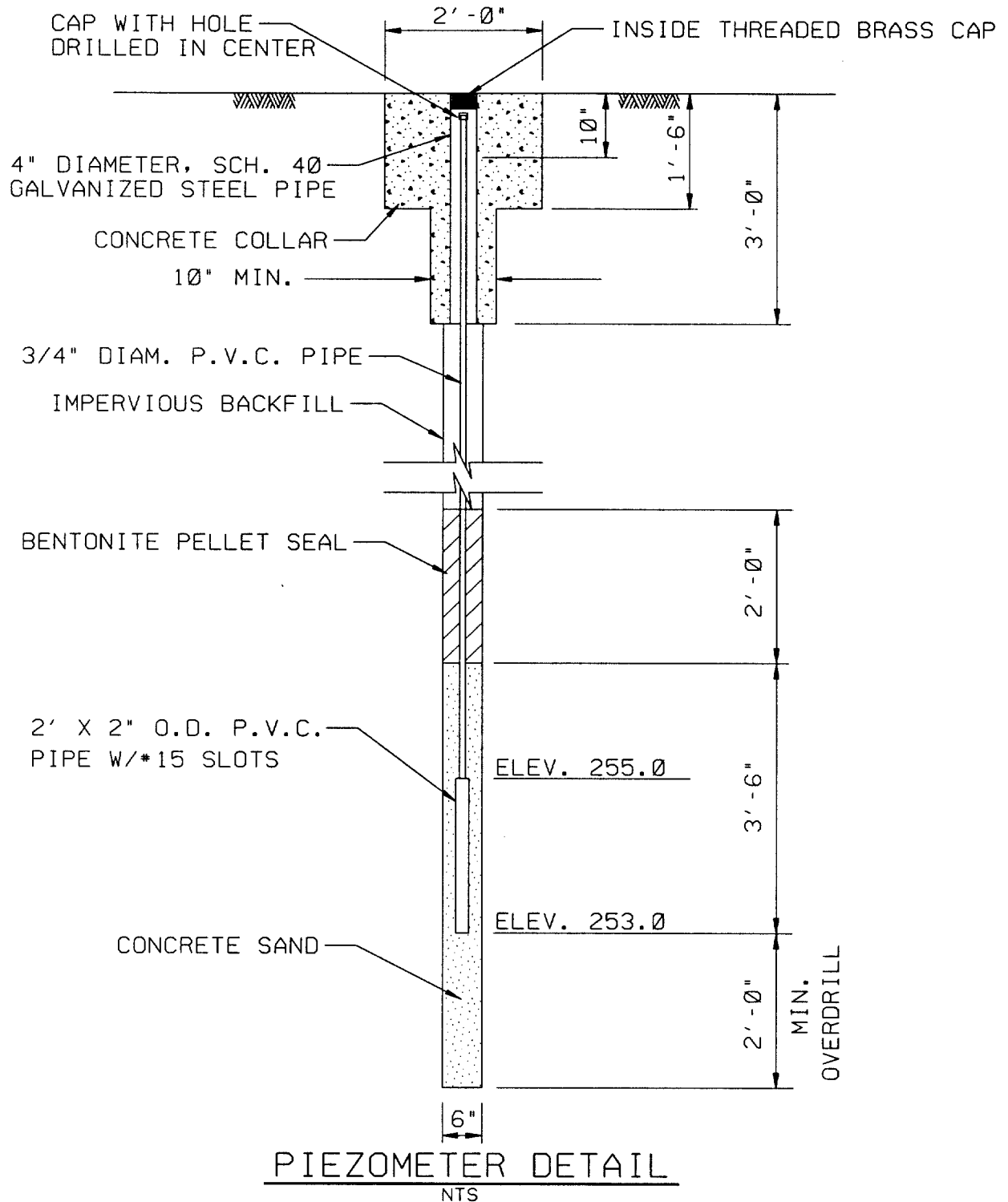
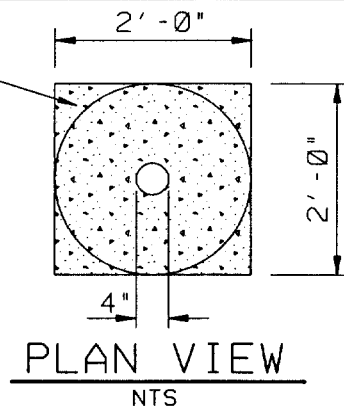
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DEPARTMENT OF THE ARMY
 MEMPHIS DISTRICT, CORPS OF ENGINEERS

Mississippi River and Tributaries
CAIRO - MOUND CITY IL.
PARCEL 4
SEEPAGE CONTROL PROJECT
PIEZOMETER DATA

ROUND OR SQUARE FOOTING
(FLUSH WITH GROUND SURFACE)



PIEZOMETER INSTALLATION REPORT

PROJECT:				LEVEE DISTRICT:				
LOCATION (STA):			OFFSET FROM CENTER LINE:				PIEZ NO.:	
PIEZ TYPE:			DEPTH OF PIEZ:		RISER PIPE DIAM:			
PIEZ TIP SET IN (SOIL TYPE):			SOIL SAMPLE NO.:		BORING DIAM:			
METHOD OF INSTALLATION:								
TYPE OF PROTECTION FOR PIEZ:					VENT:			
GROUND ELEV:			ELEV TOP OF RISER:			ELEV PIEZ TIP:		
FILTER:		FROM ELEV:			TO ELEV:			
SEAL:		FROM ELEV:			TO ELEV:			
INSTALLED BY:				CONTRACT NO.:		FOREMAN:		
DATE OF INSTALLATION:				DATE OF OBSERVATIONS:				
METHOD OF TESTING PIEZ:								
TIME	ELAPSED TIME MINUTES	DEPTH TO WATER FEET	TIME	ELAPSED TIME MINUTES	DEPTH TO WATER FEET	TIME	ELAPSED TIME MINUTES	DEPTH TO WATER FEET
REMARKS:								

INSPECTOR

DIVISION 2 – SITE WORK

SECTION 02546

AGGREGATE RESURFACING

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3.3	SUBGRADE
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3.5	MAINTENANCE

SECTION 02546

AGGREGATE RESURFACING

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all plant, labor, materials, and equipment, and performing all operations necessary for preparation of the existing gravel surface and construction of 4 inches of compacted aggregate resurfacing upon the crown of the existing levee between Stations 4/48+50 to 6/18+50, or the right-of-way limits for the Cairo-Mound City Parcel 4 slurry trench project. The gravel access road to Cottonwood Slough Pumping Station at approximate baseline station 5/10+00 shall also be resurfaced. The average width of the levee gravel road is approximately 16-feet throughout the limits of this project. See Plate 1 at the end of this section for typical detail. The project is located in Alexander County, Illinois.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for the work specified in this section to assure compliance with contract requirements and maintain records of his quality control for all construction operations including but not limited to the following:

1.2.1 Subgrade

Location, preparation.

1.2.2 Materials

Material delivered to the site shall conform to the specifications.

1.2.3 Placement

Width, thickness, distribution, compaction, final grading, and maintenance.

A copy of these records and tests, as well as the records of corrective action taken, shall be furnished the Government.

1.3 APPLICABLE PUBLICATIONS

The following publications of the issues listed below, but referred to elsewhere in this section by basic designation only, form a part of the specification to the extent indicated by the references thereto:

AMERICAN SOCIETY OF TESTING AND MATERIALS (ASTM)
PUBLICATIONS

D 422-63
(R 1990)

Particle-Size Analysis of Soils

D 4318-84

Liquid Limit, Plastic Limit, and Plasticity
Index of Soils

PART 2 PRODUCTS

2.1 AGGREGATES

Aggregate for resurfacing shall be composed of sand-clay-gravel mixtures; gravel or stone screenings; crusher run coarse aggregate consisting of gravel or crushed stone (crushed limestone) with sand and binding material; or any combination of such materials which conforms to specified requirements. All material shall be free from organic matter and lumps or balls of clay. The material shall conform to the requirements as specified in 2.1.1 and 2.1.2 below, and shall conform to the gradation specified in 2.1.3 below as determined by ASTM D 422. All aggregate surfacing furnished under this contract shall comply favorably with representative samples as to quality, gradation, and moisture content.

2.1.1 Coarse Aggregate

Coarse aggregate is defined as aggregate retained on the No. 10 (2.00 mm) sieve. Coarse aggregate shall consist of hard, durable particles or fragments of stone or gravel. Materials that are soft, pliable, or subject to rapid deterioration when exposed to weathering shall not be used.

2.1.2 Fine Aggregate

Fine aggregate is defined as aggregate passing the No. 10 (2.00mm) sieve. Fine aggregate shall consist of natural or crushed sand, and also shall include fine mineral particles passing the No. 200 (0.075 mm) sieve. The fraction of the material passing the No. 200 (0.075 mm) sieve shall be no more than two-thirds that of the fraction passing the No. 40 (0.425 mm) sieve. That portion of the aggregate passing the No. 40 (0.425 mm) sieve shall have a liquid limit of not more than 35 and a plasticity index of not less than 6 nor more than 15, as determined by ASTM D 4318. However if crushed stone is utilized then the plasticity index shall be between 0 and 15.

2.1.3 Gradation

Aggregate resurfacing material shall conform to the following gradation when it is delivered to the job site and before it is placed on the roadway:

<u>U.S. Standard Sieve</u>	<u>Permissible Limits Percentage by Weight, Passing</u>
3"	100
1-1/2"	95-100
3/4"	65-100
3/8"	40-80
No. 4	30-60
No. 10	20-50
No. 40	15-35
No. 200	5-15

2.2 SAMPLING AND TESTING

2.2.1 General

Representative samples for testing of the material shall be taken by the Contractor under the supervision of the Contracting Officer. All costs of the sampling and testing, except as specified in 2.2.3 below, shall be borne by the Contractor and no separate payment will be made therefor.

2.2.2 Contractor Testing

Prior to delivery of any material to the job site, the material shall be tested for compliance with the specifications by an approved independent testing laboratory. Such tests shall be performed before each 1,000 cubic yards of material is delivered to the job site under this contract, and in the event a noticeable change in the materials is observed during placement, such testing shall be performed at the direction of the Contracting Officer regardless of the quantity of material delivered. Certified results of the tests shall be submitted to the Contracting Officer for approval before the next 1,000 cubic yards of material is delivered to the job site. When a noticeable change is observed during placement of the material, samples shall be obtained from the delivery truck and a gradation test shall be performed by the Contractor and COR. If this test fails to meet the requirements, then the questionable material shall be removed from the job site.

2.2.3 Government Testing

At the same time that samples for Contractor testing as specified in 2.2.2 above are taken, the Contractor shall take samples for assurance testing to be performed by and at the expense of the Government. The Contractor shall deliver such samples to Caruthersville Area Office, 706 Truman, Caruthersville, Missouri 63830. Assurance testing requires

approximately 5 days. Notice of assurance sample deliveries shall be given to the Contracting Officer's Representative prior to delivery.

PART 3 EXECUTION

3.1 CLEARING AND DEBRIS REMOVAL

All grass, weeds, sod, and other debris shall be cleared from the subgrade prior to gravel placement. Debris resulting from clearing operations shall be removed from the levee district right-of-way, in compliance with all Federal, State, and local laws. The side slopes shall be disturbed the least amount practicable, and shall be returned to a smooth slope upon completion of clearing and resurfacing operations.

3.2 USE OF HAUL ROADS

The Contractor shall acquaint himself with load limits and other regulations applicable to his use of public roads and/or highways for deliveries to be made under this contract and shall comply with all such load limits and regulations. Haul roads on the levee and its appurtenances which are used by the Contractor shall be maintained by him in a condition satisfactory for vehicular traffic. The Contractor shall not operate hauling equipment on the levee slopes except at ramps.

3.3 SUBGRADE

The subgrade shall be symmetrical about the centerline of the levee and shall be prepared as indicated on the drawings and so that drainage will occur each way from the centerline. Subgrade shall be graded and smooth. The subgrade shall be in a satisfactory condition for receiving the aggregate for a distance of at least 1500 feet in advance of the placing of the resurfacing material. All potholes and ruts in the existing roadway surface shall be repaired in advance of resurfacing by removing any soft material in and/or adjacent to the potholes and ruts and by placing and compacting aggregate until the damaged area is restored to the same elevation as the surrounding undamaged road surface. The potholes and ruts shall be dry at the time of repair.

3.4 PLACEMENT

(1) Aggregate shall be placed and spread upon the subgrade in the amount required to produce a pavement with width and compacted thickness as indicated on the plate at the end of this section. The placement shall be commenced at the nearest point of delivery of the resurfacing material to a reach of levee and shall be carried continuously away from such point unless otherwise authorized by the Contracting Officer. Placing of aggregate will not be allowed when the roadway surface, in the opinion of the Contracting Officer, is too wet to place aggregate. No unspread aggregate shall be left in a piled condition overnight. Reaches of resurfacing which are no longer needed for haul roads for supplying the aggregate shall be graded and dressed to provide a slope each

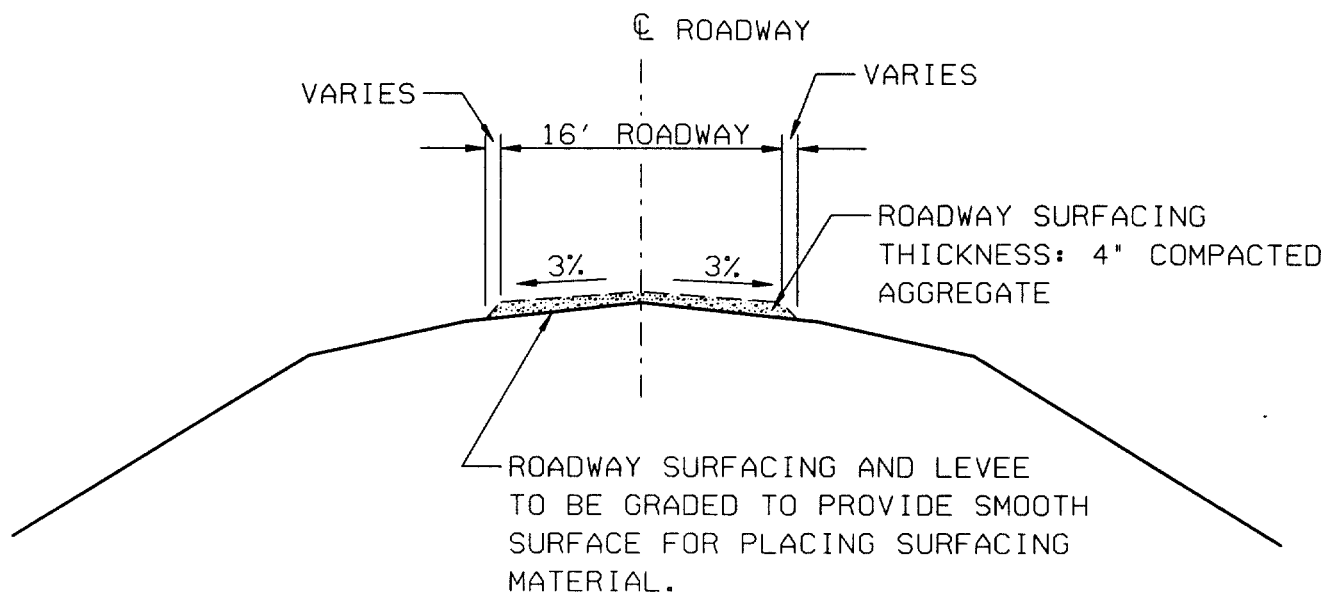
way from the centerline and then compacted by at least four passes of a pneumatic tired roller having tire pressure of 35 to 40 pounds per square inch and a gross weight of not less than 20,000 pounds or by other approved compacting equipment which will obtain comparable compaction. A pass of the roller shall consist of the completed coverage of the surface by the roller. The compaction passes of the roller shall not be performed when the material is so wet that it is displaced under the roller or when the material is too dry for proper bonding. In the event aggregate is hauled over roller portions of the resurfacing, such portions shall subsequently be graded, dressed and rolled again as specified hereinabove at no additional cost to the Government. The resurfacing shall be maintained in an acceptable condition until acceptance.

(2) By the end of each workday, all aggregate surfacing hauled and placed on the levee roadway and ramps shall be spread and blended into the existing levee roadway surface and ramps as specified in subparagraph (1) above. At no time under this contract shall aggregate surfacing be dumped and left at the end of the workday without being placed as specified above.

3.5 MAINTENANCE

The Contractor shall maintain the aggregate resurfacing in a good and satisfactory condition until acceptance or until this project is completed. The Contractor shall correct any deficiencies in width and thickness and shall remove, dispose of as described in paragraph 3.1 above, and replace, without additional compensation, any deficient material placed in the work.

-- End of Section --



LEVEE CROWN SURFACING

NTS

TOTAL AGGREGATE RESURFACING

TOTAL LINEAR FEET OF LEVEE = 6770*
APPROXIMATE VOLUME OF AGGREGATE = 1340 CY

*INCLUDES 6570 LN. FT. OF MAINLINE LEVEE AND APPROX. 200 FEET OF ACCESS ROAD TO COTTONWOOD SLOUGH P.S.

DIVISION 2 - SITE WORK

SECTION 02936

ESTABLISHMENT OF GUARANTED GROWTH TURF

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- 1.2 QUALITY CONTROL
- 1.3 AREAS TO BE TURFED

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 - 2.1.1 Fertilizer and Limestone
 - 2.1.2 Seed
 - 2.1.3 Mulch
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 - 2.1.3.2 Wood Cellulose Fiber Mulch
 - 2.1.4 Water
 - 2.1.5 Spot Sod
 - 2.1.6 Sprigs
 - 2.1.7 Soil for Repairs
- 2.2 SAMPLING, TESTING, AND CERTIFICATES
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- 3.5A SPRIGGING
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- 3.7 APPLICATION OF AN ANCHORING MULCH
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 - 3.10.2 Areas Requiring Returfing

DIVISION 2 – SITE WORK

SECTION 02936

ESTABLISHMENT OF GUARANTED GROWTH TURF

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all plant, labor, equipment, and materials, and performing all necessary operations for establishment and maintenance of guaranteed growth turf on disturbed areas during the installation of the slurry trench. The methods for establishment of the guaranteed growth turf will be by any of the methods described in this section or by seeding, sodding, and/or spriging or any combination as long as the requirements stated in Paragraph 3.9 are met for acceptance. The Contractor is required to follow parts of this specification and the remainder of the specification is presented as a guide for the Contactor to use as following this specification normally results in development of satisfactory turf.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for turfing operations to assure compliance with the contract requirements and shall maintain records of his quality control for all construction operations, including, but not limited to the following:

(1) Soil Testing

The tests are specified in paragraph 2.2.3 below.

(2) Preparation of Ground Surface

Location and quality of finish dressing, including necessary clearing, filling, or dressing-out of washes, smoothness and uniformity of surfaces, and time of year

(3) Fertilizing and Liming

Quality of materials, area fertilized and limed, quantity applied, and method of application

(4) Type of Turf

Quality, source, placing, covering, and compaction effort

(5) Seeding

Quality and type of seed, area covered, rate of application, quantity of seed used, and method of distribution.

(6) Mulching

Type of materials, area mulched, quantity applied, and method of application

(7) Maintenance and Repair

Location and type of maintenance problems and remedial treatment performed

(8) Watering

Quality of water, area watered, quantity applied, and method of application

A copy of these records and tests, as well as the records of corrective action taken, shall be furnished the Government.

1.3 AREAS TO BE TURFED

Guaranteed Growth Turf shall be established on all disturbed areas.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Fertilizer and Limestone

The fertilizer used under this contract shall meet the requirements of the State of Illinois for commercial fertilizer. Fertilizer shall consist of a mixture containing nitrogen, phosphorous, and potash, and shall be uniform in composition and free flowing. The fertilizer may be delivered to the site in bags or other convenient containers or delivered in bulk. If delivered in bags or containers, the fertilizer shall be fully labeled in accordance with the applicable fertilizer laws of the State of Illinois, and shall bear the name, tradename or trademark, and warranty of the producer. Should the commercial fertilizer be furnished in bulk, the Contractor shall furnish to the Contracting Officer certified weight tickets and a certified quantitative analysis report, in triplicate, from a recognized testing laboratory certifying the nutrient ratio of the materials. In the event the commercial mixture is delivered to the jobsite in the original containers, unopened, the analysis report will not be required.

Quantity of fertilizer and limestone required per acre shall be determined by certified soil tests as specified in paragraph 2.2.3 below. Limestone shall be approved agricultural grade limestone containing not less than 85 percent total carbonates. Limestone shall be ground to such fineness that 25 percent will pass a 100-mesh sieve and 100 percent will pass an 8-mesh sieve.

2.1.2 Seed

The Contractor shall furnish seed labeled in accordance with U.S. Department of Agriculture rules and regulations. Seed shall be furnished in sealed, standard containers unless written exception is granted. Seed that is wet or moldy or that has been otherwise damaged in transit or storage will not be acceptable. The specifications for seeds shall conform to the following, unless otherwise approved by the Contracting Officer:

<u>Kind of Seed</u>	<u>Minimum Purity Percent</u>	<u>Minimum Germination Percent</u>
Kentucky 31 Tall Fescue	95	80
Serecia Lespedeza	95	80
Bermuda Grass	95	80
Rye Grass	95	80

2.1.3 Mulch

2.1.3.1 General

If the Contractor elects to use mulch to protect the turfed areas, the material used for mulching shall be threshed straw from a cereal grain such as oats, wheat, barley, rye, or rice; or wood fiber. Materials that contain noxious grass or weed seed that might be detrimental to the turfing being established or detrimental to adjacent farmland will not be acceptable.

2.1.3.2 Wood Cellulose Fiber Mulch

Wood cellulose fiber mulch for use with hydraulic application equipment shall consist of wood cellulose fiber, processed to contain no growth or germination inhibiting factors, and dyed an appropriate color to facilitate visual metering of application of the materials. The wood cellulose fiber shall contain not in excess of 10 percent moisture, air-dry weight basis. The wood cellulose fiber shall be manufactured so that after addition and agitation in slurry tanks, with water, and any other additives, the fibers in the material will become uniformly suspended to form a homogeneous slurry; and that when hydraulically sprayed on the ground, the material will form a blotter-like groundcover which, after application, will allow the absorption of moisture and allow rainfall or mechanical watering to percolate to the underlying soil. The Contractor shall be

prepared to submit, on request, certification from the supplier that laboratory and field-testing of the product has been accomplished, and that the product meets the foregoing requirements.

2.1.4 Water

If the Contractor elects to use water as an aid to establish turf, the water used shall be free of injurious quantities of oil, acid, alkali, salt, and other substances harmful to growth of grass.

2.1.5 Spot Sod

If the Contractor elects to spot sod, the sod used to turf the areas specified shall contain a minimum of 85 percent Bermuda grass. Each piece of sod shall have an area of not less than 16 square inches and shall have not less than 2 inches of earth adhering to the roots. Sod that contains noxious grasses and weeds that might be detrimental to the turfing being established will not be acceptable.

2.1.6 Sprigs

If the Contractor elects to sprig, the sprigs used under this contract shall consist solely of Bermuda grass. Sprigs shall not contain any noxious grasses or weeds.

2.1.7 Soil for Repairs

For fill of areas to be repaired, soil shall be of a quality at least equal to that which exists in areas adjacent to the area to be repaired. Soil used shall be free from roots, stones, and other materials that hinder grading, planting, and maintenance operations and shall be free from objectionable weed seeds and toxic substances.

2.2 SAMPLING, TESTING, AND CERTIFICATES

2.2.1 General

Sampling and testing shall be the responsibility of the Contractor and shall be performed at no additional cost to the Government. Sampling and testing shall be performed by a recognized testing agency.

2.2.2 Seed

The Contracting Officer shall be furnished duplicate signed copies of statements certifying that each container of seed delivered is labeled in accordance with the Federal Seed Act and is at least equal to the requirements specified in 2.1.2 above. This certification shall be obtained from the supplier and shall be furnished on or with all copies of seed invoices.

2.2.3 Soil Testing

Prior to beginning turfing operations, soil from the areas to be turfed shall be tested to determine soil nutrient and limestone requirements. At least three samples per acre shall be tested. Certified test results, and application rates for nitrogen, phosphorous, potash, and limestone, indicated by the soil tests shall be furnished to the Contracting Officer prior to fertilizing.

2.2.4 Material Testing

2.2.4.1 Fertilizer and Limestone

Duplicate signed copies of invoices from suppliers shall be submitted to the Contracting Officer. Invoices for fertilizer shall show quantities and the percentages of nitrogen, phosphorous, and potash. If limestone is used, the limestone invoice shall show the quantity and the percentages of limestone that pass the 100-mesh and 8-mesh sieves. Upon completion of the project, a final check of the total quantity of fertilizer used will be made against total area treated, and if minimum rates of application have not been met, an additional quantity of material sufficient to make up the minimum application rate shall be distributed as directed by the Contracting Officer.

2.2.5 Mulch

If mulch is used, a representative sample of the mulch material proposed for use shall be submitted for approval of the Contracting Officer.

PART 3 EXECUTION

3.1 COMMENCEMENT, PROSECUTION, AND COMPLETION

3.1.1 General

The dressing and turfing operation for the areas that are filled shall commence as soon as practicable following the completion of construction in an area. Dressing and turfing operations on other areas shall commence upon completion of all work in that area. Prior to prosecuting the turfing operation, the Contractor shall repair rainwash, if any, dress, and prepare the areas for turfing. All turfing operations can be accomplished at any time since the Contractor is assuming the risk of guaranteed growth turf.

3.1.2 Sequence of Work

The following sequence is a guide for the Contractor to follow for standard turfing

procedures. The Contractor will be required to complete the first three steps presented below before applying the applicable turfing method. If the Contractor elects to deviate from this guideline, then the proposed plan shall be presented to the Contracting Officer before beginning turfing operations.

- (1) Soil Testing
- (2) Preparation of ground surface
- (3) Fertilizing
- (4) Seeding, where applicable
- (5) Compacting, where applicable
- (6) Spot sodding or sprigging, where applicable
- (7) Mulching, where applicable.

3.2 PREPARATION OF GROUND SURFACE

3.2.1 General

Equipment, in good condition, shall be provided for the proper preparation of the ground and for handling and placing all materials. The Contracting Officer shall approve equipment before work is started.

3.2.2 Clearing

Prior to grading and finish dressing, vegetation that may interfere with turfing operations shall be removed and shall be disposed of by removal from site and/or burning. The surface shall be cleared of roots, cable, wire, and other materials that might hinder the work or subsequent maintenance.

3.2.3 Dressing

Surfaces to be turfed, shall be dressed to the extent necessary to provide drainage and the specified slopes, and as necessary to remove high points and fill depressions sufficiently to provide reasonably smooth surfaces. Necessary repairs to previously graded areas shall be made with suitable material placed and compacted in accordance with SECTION 02220, paragraph 3.4, BACKFILL AND COMPACTION. If it is elected to use grass seed, the Contractor shall lightly disk or harrow the area to receive seed (upper 4 to 6-inches), in order to facilitate the growth of the grass.

3.3 SPECIAL EQUIPMENT FOR MULCHING

Hydraulic equipment used for the application of slurry of prepared wood cellulose fiber mulch shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix a slurry. The slurry distribution lines shall be large enough to prevent stoppage. The discharge line shall be equipped with hydraulic spray nozzles that will provide even distribution of the slurry on the various slopes to be mulched. The slurry tank shall have a minimum capacity of 1,000 gallons and shall be mounted on a traveling unit, which may be either self-propelled or drawn by a separate unit, that will place the slurry tank and spray nozzles near the areas to be mulched so as to provide uniform distribution without waste. The Contracting Officer may authorize equipment with a smaller tank capacity provided that the equipment has the necessary agitation system and sufficient pump capacity to spray the slurry in a uniform coat over the surface of the area to be mulched.

3.4 APPLICATION OF FERTILIZER AND/OR LIMESTONE

Fertilizer and limestone shall be distributed uniformly over the areas that required guaranteed growth turf and shall be placed at the rate determined as specified in 2.2.3 above and shall be incorporated into the soil by light disking, harrowing, or other acceptable methods immediately following the application.

3.5 SPOT SODDING

If the Contractor elects to spot sod, the areas to be turfed shall be spot sodded with Bermuda grass in any manner selected by the Contractor to meet the coverage requirements as set forth in paragraph 3.9.1 below. The option to sow seed in addition to spot sodding is at the Contractors discretion. The seeding option is only offered as an option to the Contractor in order to facilitate the quick growth of a thick stand of grass.

3.5A SPRIGGING

If the Contractor elects to sprig, the areas to be turfed shall be sprigged with Bermuda grass in any manner selected by the Contractor to meet the coverage requirements set forth in 3.9.1 below. The option to sow seed in addition to sprigging is at the Contractors discretion. The seeding option is only offered as an option to the Contractor in order to facilitate the quick growth of a thick stand of grass.

3.6 SEEDING

3.6.1 General

The Contactor can seed at any time of the year, but 85 percent coverage will be

required to meet the guaranteed growth requirement. In general terms, seeding is more effective between March and June and between September and November. Seed sown during the season between 1 March and 30 June, inclusive, shall consist of 15 pounds of Rye Grass, 40 pounds of hulled Bermuda grass, and 25 pounds of Serecia Lespedeza (Scarified) seed per acre. Seed sown during the season between 1 September and 15 November, inclusive, shall consist of 25 pounds of Rye Grass, 40 pounds of unhulled Bermuda seed, and 40 pounds of Serecia Lespedeza seed per acre. A satisfactory method of sowing shall be employed; using approved mechanical power-drawn seeders, mechanical hand-seeders, broadcast-seeders, or other approved methods. When conditions are such by reason of drought, high winds, excessive moisture, or other factors that, in the opinion of the Contracting Officer, the desired results would not be obtained, then the work shall be halted as directed and resumed only when conditions are favorable or when approved alternative or corrective measures and procedures have been effected. If inspection either during seeding operations or after there is a show of green indicates that areas have been left unplanted, the Contractor shall spot sod or sprig.

3.6.2 Broadcast Seeding

Seed shall be broadcast with approved sowing equipment and distributed uniformly over the areas. Seed shall be covered lightly by brush harrow, spike-tooth harrow, chain harrow, cultipacker, or other approved device. Seed shall not be broadcast during windy weather. Seed shall not be broadcast in a manner that would cause it to land in an agricultural area.

3.6.3 Damage to Seeding

The Contractor shall be fully responsible for any damage to the seeded areas caused by his operations. Areas that become damaged as a result of poor workmanship or failure to meet the requirements of the specifications shall be repaired to specification requirements, without additional cost to the Government.

3.7 APPLICATION OF AN ANCHORING MULCH

Mulch shall be spread uniformly in a continuous blanket, using 2 tons per acre of straw mulch or 1,200 pounds per acre of wood cellulose fiber mulch. Straw mulch shall be spread either by hand or by a manure spreader or by a modified grain combine with straw-spreader attachment or by a blower-type mulch spreader. Mulching shall be started at the windward side of relatively flat areas, or at the upper part of a steep slope, and continued uniformly until the area is covered. The mulch shall not be bunched. Immediately after spreading, straw mulch shall be anchored to the soil by a V-type-wheel land packer, a scalloped-disk or other suitable equipment. The Contracting Officer will determine the number of passes needed, not to exceed three. Wood cellulose fiber mulch shall be applied with equipment conforming to the requirements of 3.3 above.

3.8 HYDRAULIC SLURRY METHOD

The hydraulic slurry method of seeding, fertilizing, and mulching, or any combination thereof, may be used by the Contractor, except that in no event shall the mulch be applied prior to fertilizing and seeding. Equipment to be used for application of materials by the hydraulic slurry method shall conform to the requirements specified in 3.3 above.

3.8A COMPACTING

Immediately after seeding operations have been completed upon the surfaces where establishment of turfing is required, such areas shall be compacted by one pass of a cultipacker, corrugated roller, or other approved equipment weighing 100 to 160 pounds per linear foot of roller.

3.9 ESTABLISHMENT

3.9.1 General

Turfing will be considered to be completed when the areas to be turfed show that growth of the specified grass has reached a point of maturity such that it has produced stems or runners which overlap adjacent similar growth over 85 percent of the entire area as determined by random sampling on a square-yard basis with no bare spot exceeding 36 square inches.

3.9.2 Maintenance

The Contractor shall be responsible for the turfed areas while grass is becoming established to the point of acceptance by the Contracting Officer. During establishment and prior to acceptance of the turfed areas, the Contractor shall repair rainwash damage, if any, to the completed levee, berm or temporary right-of-way area at no additional cost to the Government. The turfed areas shall be maintained by mowing for the life of the contract (i.e. until final acceptance). Turfed areas shall be kept mowed to a height between 3 and 6 inches above the earth surface. Should the Contractor fail to mow the turfed areas to the limits as specified above, the Government will assume the responsibility for the mowing and deduct the cost thereof from any payments due the Contractor.

3.10 INSPECTION AND ACCEPTANCE

3.10.1 General

Acceptance of the turfed areas will be determined by visual inspection. Existence of rainwash damage or dead and dying turf will not be acceptable. See SECTION 01025, paragraph 1.1.2(5)(a) regarding a retained percentage of money, pending final acceptance of the work.

3.10.2 Areas Requiring Returfing

Areas being inspected for completion that do not meet the requirements for completion, as specified hereinabove shall be returfed at no additional cost to the Government.

-- End of Section --

Invitation No. DACW66-03-B-0019

DIVISION 3

THRU

DIVISION 16

(NOT USED)